

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 103	
2. CONTRACT (Proc. Inst. Ident.) NO. W911SE-07-D-0036-P00003		3. EFFECTIVE DATE 06 Feb 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY SOUTHERN REGION CONTRACTING CENTER EAST ARMY CONTRACTING AGENCY 1301 ANDERSON WAY SW B130 FORT MCPHERSON GA 30330-1096		CODE W911SE		6. ADMINISTERED BY (If other than Item 5) SOUTHERN REGION CONTRACTING CENTER EAST BALTAZAR SOTO 404-464-3827 BALTAZAR.SOTO@US.ARMY.MIL FORT MCPHERSON GA 30330-1096		CODE W911SE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) DATA SOLUTIONS & TECHNOLOGY RICHARD VALKOS 9901 BUSINESS PKWY STE R LANHAM MD 20706-1887				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 095G8		FACILITY CODE 095G8		11. SHIP TO/MARK FOR CODE SOUTHERN REGION CONTRACTING CENTER EAST BALTAZAR SOTO ARMY CONTRACTING AGENCY 1301 ANDERSON WAY SW B130 FORT MCPHERSON GA 30330-1096			
CODE W911SE		12. PAYMENT WILL BE MADE BY INDIVIDUAL DELIVERY ORDERS PROVIDED ON INDIVIDUAL DELIVERY ORDERS FORT MCPHERSON GA 30330		CODE PAYIDO			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$0.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 3	X	I	CONTRACT CLAUSES	38 - 53
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	4 - 13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	14	X	J	LIST OF ATTACHMENTS	54
X	D	PACKAGING AND MARKING	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	16	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	17 - 18		L INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	19 - 20	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	21 - 37				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W911SE-06-R-0012-0004 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER RONNELL BOOKER / CONTRACTING OFFICER TEL: 404-464-2063 EMAIL: ronnell.booker@us.army.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		20C. DATE SIGNED 18-Feb-2007	
BY _____ (Signature of person authorized to sign)							

Section SF 30 - BLOCK 14 CONTINUATION PAGE

MOD NARRATIVE

1. The following summarizes the changes hereby incorporated:

- a. Section A – Solicitation/Contract Form has been renumbered.
- b. Section E – Inspection and Acceptance has been renumbered.
- c. Section G - Contract Administration of Master Contracts has been replaced in its entirety.
- d. Section H-1, Task Areas 1, 3, 7, 9 and 10 – The qualifier “per year” has been added to each.
- e. Section H-5, Pricing Matrix – Previous text has been replaced in its entirety with new instructions for proposing new labor category.
- f. Section H-6, Changes in Team Members/Subcontractor – Previous text has been modified to provide new instructions for team member additions or deletions. Changes to team member composition at the prime contract level will occur semiannually in February and August. No changes made to Task Order level or Single Event additions.
- g. Section I, Clauses – has been revised in its entirety to implement required additions, deletions and/or updates.
- h. Section J, Attachment 1, Task Area 1, 3, 7, 9 and 10 – Changed to correct language used to set task order thresholds.
- i. Section J, Attachment 1, Task Area 11 – Changed to include similar DoD centrally-managed programs and Continuous Technology Refreshment (CTR).
 - ***Continuous Technology Refreshment:*** *A major challenge of the Army Supply System is sourcing and acquisition of repair parts/components that are obsolete in current Army weapon systems and support systems. Technology Refreshment provides a technical assessment of the problematic and obsolete components of these current systems that will remain in operation for years to come. Through the technology refreshment the life cycle of these systems can be extended thus saving money on costly replacement systems. These problematic and obsolete components/spare parts can be technically assessed through this process and reengineered by the contractor.*
- j. Section J, Attachment 4, Synchronized Pre-Deployment and Operational Tracker (SPOT) and Theater Business Clearance Guidance – has been added.
- k. Other minor administrative changes are incorporated for proper format and grammar.

2. All other terms and conditions remain unchanged.

3. As a result of this modification, the contractor hereby releases the Government from any and all liability attributable to such facts or circumstances given rise to these changes.

Section A - Solicitation/Contract Form

GENERAL PROVISIONS (A)

(Revised: 10/28/08)

Data Solutions & Technology

A1. Contractor's proposal resulting from solicitation W911SE-06-R-0012 with Amendments 0001, 0002, 0003 and 0004 are accepted for this requirement. The proposal, to include Representations and Certifications are hereby incorporated by reference.

A2. This is an Indefinite Quantity/Indefinite Delivery (IDIQ) contract. The guaranteed minimum for this requirement is \$5,000.00 and is applicable ONLY to the base period of performance. There is no guaranteed minimum applicable to any task orders issued during any option period. A task order will be separately awarded to satisfy this guaranteed minimum.

A3. The period of performance of the contract is: February 6, 2007 through February 5, 2012. There are two-one year option periods, with the first option period beginning February 6, 2012; if exercised, the second option period begins February 6, 2013.

A4. The Contractor's proposed Pricing Matrix is accepted as proposed. The matrix will be incorporated into Section J as Attachment 3, of this contract.

A5. Ordering procedures, preparation of vouchers and billing instructions are described in Section G. Invoicing procedures will be addressed in each individual task order. Discount for prompt payment shall be offered with each task order.

A6. Funding will be provided with each task order.

A7. The Contractor is recognized as having an acceptable accounting system and is herewith authorized to participate on any Task Order, regardless of contract type stated in the task order.

A8. The Contractor is not recognized as having an approved purchasing system. Consent to subcontract (See FAR 52.244-2) is required.

A9. **The Contractor is ISO 9001:2000 certified with an effective date: 31 Jul 07.** A copy will be filed in MATOC W911SE-07-D-0036. The contractor shall notify the Contracting Officer in the event the Contractor's certification status changed.

A10. The Government accepts the Contractor's certification that no Organizational Conflict of Interest existed at time of proposal submission through the date of award of this contract. The contractor shall comply with Section H, provisions H-13 and H-14.

A11. Section F1 is added and provides the contract and option periods.

A12. Section I, FAR 52.216-18 is herewith changed to reflect the contract and option periods set forth in paragraph F1. Section I – New FAR Clause 52.222-50 is hereby added and clause 52.216-22 previously incorporated as reference is hereby incorporated as full text.

A13. Section J – Attachment 1 is retitled to "Performance Work Statement."

Section B - Supplies or Services and Prices

GENERAL PROVISIONS (B)
(Revised: 06/26/08)

B1. Contract Line Item structure shall be established at the task order level. Pricing of task orders shall be pursuant to the instruction and limitation provided at Section H, Special Provision H-4.

B2. This an Indefinite-Delivery/Indefinite Quantity (ID/IQ) contract utilizing Firm-fixed-Priced (FFP), Time and Material/Labor Hours (T&M /LH) and Cost Reimbursement Type Task Orders in accordance with Federal Acquisition Regulation (FAR) Part 16. The collective ceiling for all contracts awarded as a result of RFP's W911SE-06-R-0012 and W911SE-06-R-0013 is \$9 Billion for the five year base period. In the event the options are exercised, the ceiling for the option period will be within the ceiling for the second competition period.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		99,999,999,999	Each	\$0.00	\$0.00
	BASE PERIOD - FIRM FIXED PRICE				
	FFP				
	The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)				
	FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		99,999,999,999	Each	\$0.00	\$0.00

BASE PERIOD - COST PLUS AWARD FEE
FFP

The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		99,999,999,999	Each	\$0.00	\$0.00

BASE PERIOD - COST PLUS FIXED FEE
FFP

The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		99,999,999,999	Each	\$0.00	\$0.00

BASE PERIOD - COST REIMBURSEMENT
FFP

The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		99,999,999,99	Each	\$0.00	\$0.00

9
BASE PERIOD - TIME & MATERIALS
T&M

The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

TOT ESTIMATED PRICE	\$0.00
---------------------	--------

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		99,999,999,99 9	Each	\$0.00	\$0.00

BASE PERIOD - LABOR HOURS
LH

The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)

FOB: Destination

TOT ESTIMATED PRICE	\$0.00
CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		99,999,999,999	Each	\$0.00	\$0.00
OPTION	OPTION PERIOD 1- FIRM FIXED PRICE FFP				

The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)

FOB: Destination

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		99,999,999,999	Each	\$0.00	\$0.00
OPTION	OPTION PERIOD 1 - COST PLUS AWARD FEE				

FFP
The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		99,999,999,999	Each	\$0.00	\$0.00
OPTION	OPTION PERIOD 1 - COST PLUS FIXED FEE				

FFP
The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		99,999,999,999	Each	\$0.00	\$0.00

OPTION OPTION PERIOD 1 - COST REIMBURSEMENT
FFP
The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		99,999,999,99	Each	\$0.00	\$0.00

9
OPTION OPTION PERIOD 1 - TIME & MATERIALS
T&M
The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

TOT ESTIMATED PRICE	\$0.00
CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		99,999,999,999	Each	\$0.00	\$0.00

OPTION OPTION PERIOD 1 - LABOR HOURS
LH
The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

TOT ESTIMATED PRICE \$0.00
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		99,999,999,999	Each	\$0.00	\$0.00

OPTION OPTION PERIOD 2 - FIRM FIXED PRICE
FFP
The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		99,999,999,999	Each	\$0.00	\$0.00

OPTION OPTION PERIOD 2 - COST PLUS AWARD FEE
FFP
The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		99,999,999,999	Each	\$0.00	\$0.00

OPTION OPTION PERIOD 2 - COST PLUS FIXED FEE
FFP
The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		99,999,999,999	Each	\$0.00	\$0.00

OPTION

OPTION PERIOD 2 - COST REIMBURSEMENT
FFP

The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		99,999,999,99	Each	\$0.00	\$0.00

OPTION

OPTION PERIOD 2 - TIME & MATERIALS
T&M

The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H)
FOB: Destination

TOT ESTIMATED PRICE	\$0.00
---------------------	--------

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		99,999,999,999	Each	\$0.00	\$0.00
OPTION	OPTION PERIOD 2 - LABOR HOURS LH The quantities specified in this CLIN are for administrative purposes only. The quantity shown is only to accommodate the possible number of Task Orders for this period of performance. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, CPAF, CPFF, CR, T&M and L/H) FOB: Destination				
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					

Section C - Descriptions and Specifications

C1. The Scope of Work provided in Part III, Section J, Attachment 1 sets forth the description of services that may be ordered under this contract.

C2. The Contractor's proposal is herewith accepted in its entirety. Information contained in the contractor's proposal regarding teaming arrangements, organization, price/cost structured are hereby incorporated into the contract. Any changes in these arrangements shall be submitted to the Procuring Contracting Officer in advance for approval.

Section D - Packaging and Marking

GENERAL PROVISIONS (D)

D1. Packing and marking of technical data and deliverables to be delivered pursuant to the requirements of each individual task order shall be in accordance with Contractor's standard commercial practices.

D2. Items shipped shall be marked in accordance with the instructions provided with each task order.

Section E - Inspection and Acceptance

GENERAL PROVISIONS (E)

(Revised: 06/26/08)

E1. The Government reserves the right to perform quality assurance inspections at the contractor's place of performance identified in task orders awarded under this contract. The Government will inspect the Contractor's submissions (products, supplies, materials, services and/or deliverables) as specified in each task order.

E2. Inspection shall be accomplished by the Contracting Officer's Representative (COR) and/or Technical Monitors/Technical Representatives and/or Quality Assurance Representatives (QARs) as delegated with each task order. Acceptance of services/products/deliverables will be stated in the task order.

E3. Acceptance by the Government of items/services delivered shall be at destination unless designated otherwise in the task order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government

Section F - Deliveries or Performance

GENERAL PROVISIONS (F)

F1. CONTRACT PERIOD. The basic ordering period is February 6, 2007 or date of award, whichever is later, through February 5, 2012. Two-one year option periods are included as follows:

1st Option Period: February 6, 2012 – February 5, 2013

2nd Option Period: February 6, 2013 – February 5, 2014

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 06-FEB-2007 TO 05-FEB-2012	N/A	SOUTHERN REGION CONTRACTING CENTER EAST BALTAZAR SOTO ARMY CONTRACTING AGENCY 1301 ANDERSON WAY SW B130 FORT MCPHERSON GA 30330-1096 404-464-3827 FOB: Destination	W911SE
0002	POP 06-FEB-2007 TO 05-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
0003	POP 06-FEB-2007 TO 05-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
0004	POP 06-FEB-2007 TO 05-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
0005	POP 06-FEB-2007 TO 05-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
0006	POP 06-FEB-2007 TO 05-FEB-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
1001	POP 06-FEB-2012 TO 05-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
1002	POP 06-FEB-2012 TO 05-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
1003	POP 06-FEB-2012 TO 05-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE

1004	POP 06-FEB-2012 TO 05-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
1005	POP 06-FEB-2012 TO 05-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
1006	POP 06-FEB-2012 TO 05-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
2001	POP 06-FEB-2013 TO 05-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
2002	POP 06-FEB-2013 TO 05-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
2003	POP 06-FEB-2013 TO 05-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
2004	POP 06-FEB-2013 TO 05-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
2005	POP 06-FEB-2013 TO 05-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE
2006	POP 06-FEB-2013 TO 05-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911SE

Section G - Contract Administration Data

GENERAL PROVISIONS (G)

(Revised: 09/23/08)

G1. CONTRACT ADMINISTRATION OF MASTER CONTRACTS

a. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Procuring Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Procuring Contracting Officer (PCO).

b. The FIRST PCO is as follows:

Mr. Ronnell Booker
Mission & Installation Contracting Command – McPherson (MICC-M)
1301 Anderson Way, SW
Fort McPherson, GA 30330-1096
(404)464-2063
Ronnell.Booker@us.army.mil

Note: Changes in the PCO may be made by written correspondence, vice modification.

c. All contract administration associated with the master MATOC will be performed by the Mission & Installation Contracting Command – McPherson (MICC-M), Mission Division. The telephone, FAX number and E-mail address of the FIRST Administrative Contracting Officer (ACO) and Contract Specialist are:

Administrative Contracting Officer: Mr. Ronnell Booker (404-464-2063)
E-mail: Ronnell.Booker@us.army.mil

Contract Specialist: Ms. Karen D. Thomas (404-464-1708), E-mail: karen.d.thomas@us.army.mil
Contract Specialist: Mr. Nelson Cruhigger (404-464-2755), Email nelson.cruhigger@us.army.mil
Fax: 404-464-3470

Single Point Email: First-ACA@forscom.army.mil

Note: Changes in the ACO and the associated Contract Specialist assigned to administer the FIRST MATOC may be made by written correspondence, vice modification.

d. All contract administration associated with individual task orders will be performed by the ordering office issuing the task order, unless otherwise designated.

G2. QUARTERLY TASK SUMMARY REPORTS

a. The Contractor shall provide quarterly reports to the PCO indicated above at the end of each quarter. The quarterly reports shall address all activity under the master IDIQ contract through the last day of the last month of each quarter. The quarterly report shall as a minimum, contain the following information:

(1) A listing of ALL task orders issued to include:

- Ordering Office
- Task order number and date of issuance;
- Task area – choose the task area that represents the preponderance of work

- Location of performance and a brief description of work covered by task order; e.g. Task Area(s) covered by the Task order
- Total amount ordered and obligated under each individual task order to include any modifications;
- Performance period of each order including options;
- Type of task order issued (i.e., FFP, CPFF, T&M, CPAF);
- Indicate number of task order provided fair opportunity. Number responded to, number declined to participate and rationale for not participating
- Percentage of task orders awarded under each task area;
- Utilization of small business subcontractors;
- Concerns or areas for improvement

(2) Cumulative summary of total dollars ordered and obligated to date on IDIQ contract;

(3) Cumulative summary of dollars ordered and obligated by task area when the task order spans more than one.

G3. INVOICES AND PAYMENTS

Payments at the task order level will be primarily made by Wide Area Work Flow (WAWF). Other payment methods include, but are not limited to, electronic funds transfer, Government IMPAC Credit Card, check, etc. Invoice instructions will be provided in each task order award.

Section H - Special Contract Requirements

GENERAL PROVISIONS (H)

(Revised: 09/23/08)

H-1. GENERAL:

The FIRST Program employs a 20-year acquisition strategy to provide base operations and field-level logistics support services as set forth in the Performance Work Statement. The program is being executed through a series of four consecutive competitions for Indefinite Delivery Indefinite Quantity (IDIQ) contracts, each consisting of five-year ordering periods.

The initial competition will be executed through the use of two Request for Proposals: W911SE-06-R-0012 which is a 100% set-aside for small business (hereafter referred to as the restricted suite); and, W911SE-06-R-0013 which is solicited on a full and open competition basis (which is hereafter referred to as the unrestricted suite). The collective ceiling for all contracts awarded in the initial competition as a result of both RFPs is \$9B for the five-year base period. In the event that options are exercised, the ceiling for the option period will be within the ceiling for the 2nd competition period.

The Performance Work Statement is comprised of 12 Task areas. The Task areas are set forth below, to include designation of which suite the areas are included under

Competition defined in FAR 16.505(b) as the provisions of fair opportunity at the task order (TO) level, will occur in one suite or the other. Competition will not occur between the suites. The Task Order Contracting Officer will determine which suite the requirement will be competed under. The following provides a decision matrix as to which suite requirements shall be competed under. Estimated task order values are inclusive of options.

Task Area	<u>Small Business Set Aside/Restricted Suite</u>	<u>Full and Open Competition/Unrestricted Suite</u>
1	TO is estimated at ≤ 5M per year	TO is estimated at > \$5M per year
2	All requirements within task area	N/A - not include
3	TO is estimated at ≤ 5M per year	TO is estimated at > \$5M per year
4	All requirements within task area	N/A - not included
5	All requirements within task area	N/A – not included
6	All requirements within task area	N/A – not included
7	TO is estimated at ≤ \$5M per year	TO is estimated at > \$5M per year
8	All requirements within task area	N/A- not included
9	TO is estimated at ≤ \$5M per year	TO is estimated at > \$5M per year
10	TO is estimated at ≤ \$5M per year	TO is estimated at > \$5M per year
11	N/A - not included	All requirements within task area
12	N/A - not included	All requirements within task area

Services that are currently performed under an 8(a) set-aside, Hubzone set-aside or a Service Disabled-Veteran Owned set-aside may not be obtained under the Performance Work Statement and resultant contracts unless the Small Business Association (SBA) has released the requirement from the Program and dissolved the specific set aside.

H-2. CONTRACT MANAGEMENT:

The Mission Installation Contracting Command (MICC) – Regional Contracting Center-McPherson (RCC-McPherson) is the contracting activity for the FIRST program/contract. As the contracting activity for FIRST, the RCC-McPherson will centrally manage the basic contracts and will delegate authority to solicit, award and administer task orders pursuant to the H.3, Ordering, below.

The FIRST Procuring Contracting Officer (hereafter referred to as the PCO) has the ultimate responsibility for administration of the basic ID/IQ contracts, and the FIRST Program. Task orders will be awarded and administered by Task Order Contracting Officers (hereafter referred to as the TO Contracting Officer (TOCO)).

H-3. ORDERING:

a. Authority to Place Task Orders:

All contracting organizations under the command of the Army Contracting Command (ACC, formerly ACA) are herewith delegated authority to award and administer task orders under this contract. All Department of Defense contracting offices and other federal agencies supporting the requirements of logistics missions within the scope of this contract may be delegated the authority to place orders against the FIRST contracts. Request for delegations are reviewed and/or approved by the FIRST PCO.

There is no fee for the use of the contract by any activity or agency delegated authority to solicit, award and administer task orders under this contract. This does not prohibit the negotiation of service fees by ordering offices as reimbursement for their services, when this contract is used as a means of satisfying their client's requirements.

The TO Contracting Officer(s) shall follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 216.505-70, Orders for Services under Multiple Award Contracts, the FIRST Task Order Guide and local guidance to the extent that it does not conflict with these requirements.

b. Types of Orders: The types of orders that are authorized for use under this Multiple Award Task Order Contract (MATOC) are Firm Fixed Price, Labor Hour, Time and Material, Cost-Plus-Award-Fee, Cost-Plus-Incentive-Fee, Cost-Plus-Fixed-Fee, Cost-Plus-Award-Term, Fixed-Price-Award-Fee or hybrids thereof. Before a task order can be awarded, ordering offices shall review the FIRST Program website to consider those contractors that have been approved by the FIRST PCO to participate in Time and Material and Cost-type task orders (i.e., those contractors whose accounting systems have been determined to be adequate for determining costs applicable to the contract). Most task orders will be solicited, negotiated, and awarded as bilateral orders. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a "not to exceed" ceiling amount provided by the contractor in the task order.

c. Fair Opportunity: In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Task Order Contracting Officer will give all awardees a "fair opportunity" to be considered for each order, unless one of the conditions set forth therein apply. In accordance with FAR 16.5 and DFARS 16.505-70, when an exception to the fair opportunity exists, the task order may be processed as sole source procurement, including documentation of the exception to fair opportunity. Unaffected ID/IQ holders need not be notified of the action.

d. Task Order Review and Approval Procedures: The Principal Assistant Responsible for Contracting (PARC) for Enterprise and Installation Operations (E&IO) provides contract review, approval, and oversight for all contracts and task orders prepared and awarded by ordering offices that fall within the ACC's area of responsibility. The review and approval procedures were established in a Southern Region Implementation Memorandum (SRIM) and published on the RCC-McPherson and AKO websites.

e. Unauthorized Work: The Contractor is not authorized to commence task order performance without a signed task order or direction by a TO Contracting Officer. Notwithstanding any of the other provisions of this contract, a TO Contracting Officer shall be the only individual on behalf of the Government to:

- Accept nonconforming work;
- Waive any requirement of this contract; or,

- Modify any term or condition of this contract.

f. Task Order Funding: Unfunded task orders are not authorized. Funding shall be authorized at the task order level and shall be the type deemed appropriate for the services to be acquired.

g. Security Requirements: Contractors shall conform to all security requirements as specified in each task order and as detailed in the DD Form 254 included with the task order. Internet site <http://www.classmgmt.com> contains a complete booklet with instructions on how to prepare and submit a DD Form 254 to obtain security clearances of Secret or higher. If a security clearance is required, interim coverage may be obtained from the Department of Defense. Surveillance of DD 254 requirements will be executed at the task order level.

h. Task Order Requests for Response (TORs), or similar request, will be used by the Government when requesting responses to Task Order requirements. Oral requests may be levied when the requirements are urgent. The TOR will include submission requirements, evaluation criteria and other information specific to the requirement.

H-4. TASK ORDER PRICING:

a. Labor: Labor shall be priced in accordance with the negotiated fully burdened labor rates set forth in the Price Matrix (Section J, Attachment 2, regardless of contract type used. Profit and fee for each labor hour quoted/billed is included in the fully burdened labor rates. Task Order Requests for Response may require the quoter to separate fee for administrative purposes (e.g. when a CPAF, CPFF or other cost-type arrangement is employed).

(i) To aid in the development of prices quoted in response to task orders, the labor rates set forth in Attachment 2 are presented in terms of “floor” and “CAP” rates. The “floor” rates represent the lowest rate contemplated to be charged by the contractor (except when modified to incorporate OCONUS support). The “CAP” rates represent the highest rates that will be authorized to be paid/reimbursed under this contract. Both the floor and “CAP” rates are inclusive of profit/fee regardless of contract type selected at the task order level.

(ii) The Task Order Contracting Officer may request that quoters submit their price quote using a ‘bottoms-up’ pricing approach (i.e. starting with the floor and adjusting as required). This approach will require the quoter to provide rationale for quoted rates that are higher than the floor (e.g., referencing a labor index for the place of performance and applying that index to the floor rate, etc.).

(iii) Labor rates quoted at the task order level may include discounts from the CAP rates that consider the nature, location, size and duration of the task order.

(iv) Modification to the “cap” rates to support OCONUS support shall be fully disclosed and negotiated at the Task Order level.

b. Travel: Reimbursement for travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary for performance of task orders under this contract. Official travel of contractor personnel away from their duty station that was not identified in the negotiated task order shall not be undertaken unless advance written approval has been obtained from the task order Contracting Officer or COR. See FAR 31.205-46 for additional information regarding travel costs. Invitational Travel Orders will NOT be issued by the Government for Contractor travel. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable. Indirect rates commensurate with the firm’s disclosure statement/accounting practices are authorized for reimbursement. **Fee or profit on travel expenses is not an allowable reimbursement.** The following regulations will apply:

(i) Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

Travel will not be reimbursed for travel within a 50-mile radius of the place of performance stated in the task order.

c. **Other Direct Costs (ODCs):** Materials, supplies and other direct costs are authorized in so much that they are necessary and integral to the performance of task orders awarded under this contract.

(i) All labor (except that which falls under the definition of contractor acquired services), to include consultants, shall be priced under the labor categories set forth in Section J, Attachment 2.

(ii) The Contractor shall include a detailed description and/or specifics of all quoted ODCs in their task order response.

(iii) Contractor acquired services (for purposes of this contract) are considered supplies; for example removal of waste water, helium delivery, filling of helium tanks, wash-rack cleaning, etc. that are contracted for as "total package services" and should be priced as ODCs.

(iv) Automated data processing equipment shall be acquired only after the task order Contracting Officer has determined this equipment to be integral to the performance of the task order and complied with required documentation. In accordance with DFARS 239.73 entitled, "Acquisition of Automatic Data Processing Equipment by DoD Contractors," the prime contractor shall submit the required documentation to the Contracting Officer for approval prior to purchase in accordance with DFARS 239.7305, e.g., lease vs. purchase, award to other than low bid, etc. Unless a waiver has been approved, the prime contractor shall include a written statement that all hardware purchases meet the requirements of the DoD Energy Star requirements for microcomputers, including personal computers (PCs), monitors and printers as well as the Personal Computer Memory Card International Association (PCMIA) card slots in PCs and workstations, Joint Technical Architecture and the Defense Information Infrastructure Common Operating Environment requirements.

(v) When the prime Contractor proposes a specific make and model, the Contractor shall provide justification to the Task Order Contracting Officer or COR as to why the requirement can only be met by "specific make and model." Indication by the Government of a preferred or desired make or model does not constitute adequate justification.

H-5. PRICING MATRIX:

The Pricing Matrix included at Section J, Attachment 2, of each FIRST MATOC sets forth the labor categories and the maximum rates that may be paid/reimbursed under this contract (except for OCONUS performance) inclusive of options if exercised. These rates are inclusive of prime labor, subcontract labor, overhead, other burdens, fees and profit. Changes to the pricing matrix may be requested on an annual basis to reflect changes in the wage determinations used to establish the floor and "CAP" rates, and additions/deletions of labor categories.

Additional labor categories **may** be added at the task order level without the express written consent of the FIRST PCO. However, the rates for the additional labor categories should be commensurate with the pricing methodology employed to establish the rates awarded with the basic contract. Contractors are required to highlight new labor categories and rates not listed within their MATOC when they are proposed against Task Order Requirements. **New**

labor categories and rates may be submitted for addition into the MATOC after the third submission of that labor category in response to three different Task Order Requests.

Services may be acquired to support OCONUS locations. Modification to these rates shall be proposed and negotiated at the task order level for OCONUS performance.

H-6. CHANGES IN TEAM MEMBERS/SUBCONTRACTORS:

A partial basis for award of this ID/IQ is the composition of the team members (companies) proposed. The contractor may not add any team members to the contractor's team without prior authorization. When subcontractors are approved, their services shall be provided within the labor categories and shall not exceed the ceiling outlined in Section J, Attachment 2. The contractor shall advise the PCO of team member deletions semiannually in February and August.

Contractors are permitted to add team members as required to meet the unique requirements of task orders being competed by individual ordering offices. These actions are viewed as single events. The Task Order Contracting Officer is responsible for implementing the requirements of FAR 52.244-2, Alternate I, when the addition is at the task order level and the contractor does not have an approved purchasing system.

Other than single event additions to team composition shall be executed at the prime contract level. The contractor shall advise the PCO of team member additions semiannually in February and August.

H-7. ID/IQ OMBUDSMAN: The Task Order Contracting Officer should be the first point of contact for industry seeking resolution of issues. The ID/IQ ombudsman required by FAR 16.505(b)(5) is the ICC Enterprise and Installation Operations' Special Competition Advocate. This individual is also the Task Order Ombudsman. The ombudsman represents an impartial authority outside of the task order-contracting agency and has ultimate authority to review and adjudicate issues regarding task order awards under this contract. Telephone number for requests for information, or questions from the ID/IQ Ombudsman is 404-464-2040, DSN 367.

H-8. CONTRACTOR ADVISORY AND ASSISTANCE SERVICES (CAAS): Some of the task areas in this contract include services that may fall within the definition of CAAS in FAR 2.101 and DFARS 237.201. (Click here for details: <http://farsite.hill.mil/vffara.htm> or <http://farsite.hill.af.mil/VFDFARA.HTM>.) It is the responsibility of the requiring activity to provide the proper funds and the approvals identified in FAR 37.204, and AR 5-14, click here for details: <http://www-tradoc.army.mil/dcsrm/ar5-14.pdf#search='army%20regulation%20514'> Task orders for CAAS shall not exceed 5 years, inclusive of options.

H-9 SECTION 508 COMPLIANCE STATEMENT: All electronic and information technology (EIT) procured through Statement of Work/Bill of Materials and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.accessboard.gov/sec508/508standards.htm> - Part 1194.

H-10. GOVERNMENT PROPERTY:

It is anticipated that for some tasks, Government Furnished Equipment (GFE) will be specified in the individual task order (at the discretion of the Government) with specified delivery dates and in specified condition. Such equipment shall be returned to the Government upon the conclusion of the task order. Office automation equipment to perform routine office tasks is considered contractor supplied.

Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the Contractor for use during the performance of the task as specified in the task orders (at the discretion of the Government) with specified delivery dates. These documents shall be returned to the Government upon conclusion of the task order.

H-11. INSURANCE SCHEDULE (IAW FAR 28.310(a)):

In accordance with clause 52.228-5, "Insurance--Work on a Government Installation" incorporated in Section I herein, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract. The Contractor shall maintain the following types of insurance and coverage listed below:

Insurance Types and Minimum Amounts

- Workmen's compensation insurance as required by law of the State.
- Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- Property damage liability with a limit of not less than \$100,000 for each accident.
- Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

In accordance with clause 52.228-7, "Insurance—Liability to Third Persons, " incorporated in Section I herein, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract. The Contractor shall maintain the following types of insurance and coverage listed below:

Insurance Types and Minimum Amounts

- Comprehensive general liability; \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- Automotive Insurance; \$200,000 for each person and \$500,000 for each accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- Standard Workmen's Compensation and Employers Liability Insurance (or where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance-52.228-3 and 4) in the minimum amount of \$100,000. (c.) Regarding clause 52.228-8, "Liability and Insurance —Leased Motor Vehicles," incorporated in Section H herein, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract for \$200,000 for each person and \$500,000 for death or bodily injury and \$20,000 per occurrence for property damage or loss. Comprehensive form of policy is required.

H-12. UNCOMPENSATED OVERTIME: (See Section L, FAR 52.237-10, "Identification of Uncompensated Overtime"). The Contractor shall complete the following as applicable and consistent with his established cost accounting system for each Task Order that uncompensated overtime is proposed on. The Contractor shall provide his uncompensated overtime plan with his proposal (see proposal submission requirement for the price proposed) and shall update the plan as required. (Note, this requirement shall flow down to subcontractor proposing uncompensated overtime). The initial plan and updated plans (of both prime and subcontractors) shall be incorporated into the contract by reference.

a. The following proposed compensated hours and uncompensated overtime hours will be delivered under this Task Order:

CONTRACT	LABOR	COMP	UN-COMP	UN-COMP
----------	-------	------	---------	---------

<u>PERIOD</u>	<u>CATEGORY</u>	<u>HOURS</u>	<u>HOURS</u>	<u>RATE</u>
---------------	-----------------	--------------	--------------	-------------

b. The Contractor shall indicate on each invoice and on each monthly cost report (for each applicable Task Order) the total number of hours provided during the period covered and shall separately identify compensated hours and uncompensated overtime hours by labor category. Contractors proposing uncompensated overtime agree that while individual invoices or monthly reports may vary in terms of compensated time and uncompensated overtime, final reconciliation of the uncompensated overtime hours will be predicated upon the ratio of compensated and uncompensated hours proposed and the hours delivered and accepted. Task/Delivery Order (on the final provisional billing invoice) that result in delivery of less than the "promised" uncompensated overtime hours will be downwardly adjusted to meet the negotiated compensated/uncompensated hours ratio.

c. The accounting system of the contractor proposing uncompensated overtime must be acceptable to the Defense Contract Audit Agency and the Contracting Officer. All hours shall be burdened and included in the baseline for the allocation of general and administrative and overhead expenses.

H-13. ORGANIZATIONAL CONFLICT OF INTEREST (OCI):

a. Definitions:

"Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, Teaming Arrangements, and other business enterprises.

The term "contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

"Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

b. Impact on Future Agency Contracts and Task orders:

The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help the Contracting Officer apply general guidance to individual contract and task order situations:

Unequal access to information. Access to "nonpublic information" as part of the performance of a task order provided under the contract or work performed under a separate government contract could provide the contractor a competitive advantage in a later competition. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

Biased ground rules. A contractor in the course of performance under a task order contract has in some fashion established important "ground rules" for another requirement, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future procurement. The primary concern of the government in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the

requirements of the government procurement anticipate the contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the contractor should be required to submit and negotiate an acceptable mitigation plan.

Impaired objectivity. A contractor in the course of performance of a task order or contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the government could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the Contractor shall be subject to the following restrictions:

(1) The Contractor shall be excluded from competition for, or award of any government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other persons or firms.

(2) The Contractor shall be excluded from competition for, or award of any government contract for which the contractor actually assists in the development of the screening information request (SIR), specifications or statements of work.

(3) The Contractor shall be excluded from competition for or award of any government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract or resulting task orders.

(4) The Contractor shall be excluded from competition for, or award of any government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract or resulting task order.

This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

c. Affirmative Duties and Responsibilities for Government Contractors:

The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph a. above. The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest at the

contract level it shall make immediate and full disclosure in writing to the FIRST Contracting Officer. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the FIRST Contracting Officer in making a determination on this matter.

The Contractor, upon identification of a potential conflict, shall submit requests to participate in the task order for written approval on a task order-by-task order basis, unless the Contractor is aware of multiple task orders that may create the appearance of a conflict, or be an actual conflict. In the case of the later, the contractor shall notify the FIRST Contracting Officer as soon as the conflicts/apparent conflicts have been identified. This provision shall be in effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for three years thereafter.

The contractor shall permit a Government audit of internal OCI mitigation procedures for verification purposes. The Government reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the Government.

The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

The Contractor shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for three years thereafter. When the provisions of this clause are included in a subcontract, the term "Contracting Officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the PCO for approval.

d. Compliance: Compliance with this OCI requirement is a material obligation of this contract. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract. If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default. For breach of any of the restrictions contained herein, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the Contracting Officer may choose to terminate this contract for convenience of the Government, when such termination is deemed to be in the best interest of the Government.

H-14. OCI AT THE TASK ORDER LEVEL:

a. OCI / CAAS Possibilities.

It is recognized by the parties hereto that some of the services provided under Task Areas 1, 2, 11 and 12 (and under other task areas dependent upon the specific task order requirements) may include advisory and assistance services and/or provide support in the preparation of specifications and work statements; technical evaluation of other Contractors products and services; preparation of policy and procedures; preparation or review of budgets or budgetary information; surveillance of other contractor's services and work products; and, access to other contractors' proprietary

information. Such activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4.

It is the intention of the parties that the Contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or, in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. Therefore, the Contractor agrees that it will seek the prior written approval of the Task Order Contracting Officer before participating in any task order that may involve such a conflict.

The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, where the information has been included in Contractor generated work, or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

Whenever performance of this contract requires access to another Contractor's proprietary information, the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example; to provide assistance during technical evaluation of other Contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Task Order Contracting Officer within fifteen (15) calendar days of execution.

The Contractor shall promptly notify the Task Order Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure that proper safeguards exist to guarantee objectivity and to protect the Government's interest.

In the event that a task order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

- (1) Notify the Contracting Officer of a potential conflict, and;
- (2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or,
- (3) Present for approval a conflict of interest mitigation plan that will:
 - Describe in detail the task order requirement that creates the potential conflict of interest; and,
 - Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
- (4) The Contractor shall not commence work on a task order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
- (5) If the Contracting Officer determines that it is in the best interest of the Government to issue a task order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.
- (6) Conflicts Of Interest Compliance Plan: In the event of a waiver is requested, the Contractor shall submit with his waiver request a Conflicts of Interest (COI) Compliance Plan to the Task Order Contracting Officer

for approval. The COI Compliance Plan shall address the Contractor's approach for adhering to the Section H Provision entitled "Organizational Conflicts of Interest (OCI)" and describe its procedures for aggressively self-identifying and resolving both organizational and employee conflicts of interest. The overall purpose of the COI Compliance Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective. The COI Compliance Plan shall specifically address:

- how the Contractor will protect confidential, proprietary, or sensitive information;
- preventing the existence of conflicting roles that might bias a contractor's judgment; and,
- preventing an unfair competitive advantage.

Contractors are invited to review Federal Acquisition Regulation Subpart 9.5 "Organizational and Consultant Conflicts of Interest (OCI)." Particular attention is directed to FAR 9.505, 9.505-1, 9.505-2, 9.505-3 and 9.505-4.

b. Avoidance of OCI.

The policy of the government is to avoid contracting with contractors who have unacceptable organizational conflicts of interest as defined in H.12 a.

It is not the intention of the government to foreclose a vendor from a competitive acquisition due to a perceived OCI. The Task Order Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Task Order Contracting Officer. The Task Order Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the government's policy for competition. The government is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the government, or the legitimate business interests of the vendor community.

c. Examples of OCI concerns. These examples in which OCI issues may arise are not all inclusive, but are intended only to help the Task Order Contracting Officer apply general guidance to individual contract and task order situations.

(1) Unequal Access to Information. Access to "nonpublic information" as part of the performance of a government contract could provide the contractor a competitive advantage in a later competition for another government contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, all vendors should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased Ground Rules. A contractor in the course of performance of a government contract, has in some fashion established a "ground rules" for another government contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluations criteria of future government procurement. The primary concern of the government in this case is that a contractor so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the successful vendor may be in a position to establish important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of a government contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the government could appear to be undermined by the

contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

c. Mitigation plans. The successful contractor will be required to permit a government audit of internal OCI mitigation procedures for verification purposes. The government reserves the right to reject a mitigation plan, if in the opinion of the Task Order Contracting Officer, such a plan is not in the best interests of the government. Additionally, after award the government will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

d. Task Order Level. Ordering offices are responsible for determining and issuing specific OCI restrictions.

H-15. CORPORATE CHANGES:

The Contractor shall provide the Contracting Officer copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolution and changes in personnel policy that effect this contract. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the PCO as soon as possible after such information/status has been disclosed.

H-16. FEDERAL HOLIDAYS

The following days are legally recognized holidays:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 th of November
Thanksgiving Day	4 TH Thursday in November
Christmas Day	25 December

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays.

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by federal statute
- Any other day designated by Executive Order
- Any other day designated by Presidential Proclamation

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, the Contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed

either as a direct or indirect cost, other than their normal compensation for the time worked, unless stipulated otherwise in Task Orders. This provision does not preclude reimbursement for authorized overtime work if applicable.

When the Department of Defense grants excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Task Order Contracting Officer or the COR. Changes in employee work schedules shall comply with the terms and conditions of the task order, to include payment provisions.

If Government personnel are furloughed, the Contractor shall contact the Task Order Contracting Officer or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event that Government shutdown and/or furloughed Government employees does impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the Task Order Contracting Officer. Generally, the following situations apply:

- Contractor personnel that are able to continue task order performance (either on-site or at a site other than their normal workstation), shall continue to work and the task order price shall not be reduced or increased.
- Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.
- Nothing in this section abrogates the rights and responsibilities of the parties relating to “stop work” provision as cited in other sections of this contract.

H-17. CONTRACTOR STAFF TRAINING:

The contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training of contractor personnel shall be performed by the Contractor at his/her own expense, except:

- When the Government has given prior approval for training to meet special requirements that are peculiar to a particular task order.
- Limited training of Contractor employee(s) may be authorized when the Government determines it to be in the best interest of the Government.
- The Government will not authorize training for contractor employees to attend seminars, symposia, or user group conferences, unless certified by the Contractor and the COR that attendance is mandatory for the performance of task order requirements. When training is authorized by the task order Contracting Officer in writing under the conditions set forth above, the Government will reimburse the Contractor for tuition, travel, and per diem, if required.
- For Firm Fixed Price: Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art, or for training Contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

H-18. WORK ON A GOVERNMENT INSTALLATION:

In performing work under this contract on a Government installation or in a Government building, the Contractor shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract. Specifically, the Contractor shall:

- conform to the specific safety requirements established by this contract;

- the Contractor and his/her employees shall observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract;
- take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and Contractor personnel connected in any way with performance under this contract; and,
- take such additional immediate precautions as the Contracting Officer, COR or Task Monitor may reasonable require for safety and accident prevention purposes.

H-19. TASK ORDER PLAN

The Contractor shall submit a Task Order Plan (TOP) in response to TORs. The TOP shall include the Contractor's approach to satisfy the TOR requirements, pricing per this Section H and other information required by the TOR. Assumptions, risk, risk mitigation plans, OCI and Task Order Management shall also be addressed in each response.

Contract-Level and Task Order Management. The contractor shall manage Task orders using Performance Based Service Contracting (PBSC) techniques to the greatest extent possible.

- Contract-Level Program Management. The contractor shall provide technical and functional program management necessary for the management of the PWS. Productivity and management methods such as Quality Control, Configuration Management, Work Breakdown Structuring, and Human Engineering at the Task Order level shall be developed and provided to the Task Monitor (TM) by the contractor. The contractor shall provide the centralized administrative, clerical, documentation and related functions.
- TO Management. The contractor shall prepare a TO Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout TO execution. The contractor shall provide a monthly status report monitoring the quality control, configuration management, and security management applied to the TO (as appropriate to the specific nature of the PWS).

H-20. UNIQUE ITEM IDENTIFICATION AND EVALUATION:

As of 1 January 2004, all DoD contracts are required to include a clause mandating the bar-coding of all material delivered under DoD contracts. The purpose of UID is so that the Government will have the ability to know the quantity, location, condition, and value of assets it owns; safeguard its assets from physical deterioration, theft, loss, or mismanagement; prevent unnecessary storage and maintenance costs or unnecessary purchase of items already on hand; and determine the full costs of Government programs that use these assets. The clause 252.211-7003, is included in full text in Section I of this document. Information on the Department of Defense unique item identification can be found on the DoD web site at <http://www.acq.osd.mil/uid>.

H-21. CONTINGENCY OPERATIONS

This contract also contains DFARS 252.225-7040, CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE OF THE UNITED STATES. Any inconsistency between that provision and this provision on items addressed by both shall be interpreted in favor of the DFARS provision.

The Government may direct the Contractor to perform in support of a contingency operation or exercise outside the continental United States (OCONUS), as provided by law or defined by the applicable Army Service Component Command. Services may be performed in the identified area of operations, also known as theater of operations, or

in support of the OCONUS contingency operation or exercise. In the event Contractor employees are deployed into the OCONUS area of operations in support of a contingency operation or exercise. Section J, Attachment 2, provides the provisions for OCONUS support in the event contractor employees are deployed into an OCONUS area of operations in support of a contingency operation or exercise. These provisions will be included, and may be tailored, at the task order level.

H-22. ADDITION OF CLAUSES AT THE TASK ORDER LEVEL. Clauses may be added at the task order level in so much as that they do not conflict with clauses included in the basic contract. For example, Option clauses 52.217-8 titled Option to Extend Services and, 52.217-9 titled Option to Extend the Term of the Contract may be included and tailored at the task order level. Clauses included in the basic contract with “fill-in” information shall be completed and incorporated at the Task Order level.

H-23. SAMPLE PROVISIONS: The following are sample provisions that may be tailored and included at the task order level.

a. Nondisclosure of Sensitive and/or Proprietary Data:

The Contractor recognizes that in the performance of this task order, it may receive or have access to certain sensitive information, including information provided on a proprietary basis by equipment manufacturers and other public or private entities. The Contractor agrees to use and examine this information exclusively in the performance of this task order and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements.

The Contractor agrees to indoctrinate its personnel who have access to sensitive information and the relationship under which the Contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the Task Monitor for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

Sample:

DEPARTMENT OF THE ARMY
NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES
TASK ORDER NUMBER _____

I, _____, as an employee of _____,
a Contractor acting under contract to the Department of the Army, list agency/office in administering an unclassified and/or classified system support for cognizant _____, pursuant to contract _____, agree not to disclose to any individual business entity or anyone within _____, or outside of the company who has not signed a Nondisclosure Agreement for the purposes of performing this contract: any sensitive, proprietary or source selection information contained in or accessible through this project.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Contractor responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss such information for my own use or to release it or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(Signature of Contractor Employee)

Date

(Contractor)

(Employee Telephone No.)

The Contractor further agrees to sign an agreement to this effect with other contractors, and other private or public entities providing proprietary data for performance under this task order. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated Contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the Task Order Contracting Officer. These agreements shall be signed prior to work commencing. In addition the Contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of this task order. The Contractor shall discuss and attempt to resolve any problems between the Contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner and furnish to the Task Order Contracting Officer copies of communications between the Contractor and associate Contractor(s) relative to contract performance. Further, the close interchange between Contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Task Order Contracting Officer.

Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support Contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the Contracting Officer.

List designated Contractors:

All Government-designated Contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the Contractor, and the nondisclosure agreements shall be signed before work commences.

b. SAVINGS CLAUSE - COST REDUCTIONS FOR REPETITIVE HIGH-DOLLAR VALUE REQUIREMENTS:

The Government is seeking Contractors to identify business improvement processes, innovations and cost savings initiatives to provide high quality services while achieving a reduction in the cost to the Government. For task orders for repetitive high-dollar value requirements with a period of performance (inclusive of options) that extends beyond a 12 month period, the Contractor agrees to the maximum extent practicable to reduce the price for services performed under each subsequent year by at least:

Percentage reductions from base period or price from previous year:

_____ 1st Option Year

_____ 2nd Option Year

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.208-9	Contractor Use of Mandatory Sources of Supply	JUN 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-10	Incentive Fee	MAR 1997
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	DEC 2007

52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-7	Indemnification and Medical Liability Insurance	JAN 1997
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-4	Changes	JUN 2007
52.243-7	Notification Of Changes	APR 1984

52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	JUN 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7003	Excessive Pass-Through Charges--Identification of Subcontract Effort	MAY 2008
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995

252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from February 6, 2007 through February 5, 2012 and through the last date of the option periods, if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1.0 Billion;

(2) Any order for a combination of items in excess of 5 years; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall

order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **90 months after date of award**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **84 months**.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

POSITION

GRADE

HOURLY WAGE

Quality Assurance Analyst	GS-12	\$30.53
Computer Systems Analyst I	GS-12	\$30.53
Computer Systems Analyst II	GS-13	\$36.31
Computer Systems Analyst III	GS-14	\$42.90
Computer Based Training Specialist		
Instructor	GS-11	\$25.47
Applications Engineer	GS-13	\$36.31
Applications Programmer	GS-13	\$36.31
Configuration Mgt Specialist	GS-12	\$30.53
Data base mgt Specialist	GS-12	\$30.53
Data Entry Clerk	GS-06	\$15.49
Operations Manager	GS-12	\$30.53
System Administrator	GS-11	\$25.47
Computer System Operator	GS-12	\$30.53
Imaging Specialist	GS-11	\$25.47
Training Specialist	GS-11	\$25.47
Help Desk Manager	GS-12	\$30.53
Help Desk Specialist	GS-12	\$30.53
Hardware Specialist	WG-09	\$23.70
Hardware Draftsman	WG-08	\$20.43
Electronics Technician, Maintenance		
Level I, II, III	WG-07	\$19.62
Planner	GS-12	\$30.53
(Logistical, Intelligence, Operational)		
Communications Specialist	GS-12	\$30.53
Business Process Reengineering Specialist	GS-11	\$25.47
Technical Writer/Editor	GS-12	\$30.53
Admin Support and Graphics Specialist	GS-09	\$21.05
Electronic Meet Technographer	WG-10	\$23.11
Library Technician	GS-09	\$21.05
Laborer	WG-02	\$10.79
Forklift Operator	WG-02	\$10.79
Janitor	WG-02	\$10.79
Truck Driver, Level I, II, III	WG-02	\$10.79
Heavy Equipment Mechanic	WG-05	\$15.61

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

- (1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to--

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any N/A (48 CFR N/A) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAR 2008)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals. However, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The (Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer) **There is no need for issuance of Government-furnished weapons or ammunition to the Contractor for services provided under this contract.**

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from **PGI 225.7403-1 Information and guidance pertaining to DoD antiterrorism/force protection policy for contracts that require performance or travel outside the United States can be obtained from the following offices:**

(1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(2) For Navy contracts: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(3) For Marine Corps contracts: CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 614-4177.

(4) For Air Force and Combatant Command contracts: The appropriate Antiterrorism Force Protection Office at the Command Headquarters. Also see <https://atep.dtic.mil>.

(5) For defense agency contracts: The appropriate agency security office.

(6) For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT-0 TABLE OF CONTENT

The following list of Attachments are applicable to this contract

Attachment 1 – Performance Work Statement

Attachment 2 – OCONUS Support

Attachment 3 – Price Matrix

Attachment 4 – Synchronized Pre-Deployment and Operational Tracker (SPOT) & Theater Business Clearance Guidance

ATTACHMENT-1 PWS

Attachment 1

Performance Work Statement

(Revised: 06/23/08)

1.0 OVERVIEW

United States Army soldiers are required to perform real-world support mission, have continuous training and assure maximum flexibility in maintaining readiness for battlefield success. The United States Army's logistic mission is to provide the right support, on time, in the right condition and quantity to America's Army – in peace and war.

Contractor support to Army logistics operations has evolved from providing supply items, to provision of individual components and equipment, to the operation of large logistical support facilities, and will continue to change as the Army evolves. However, one imperative will remain constant – the imperative that logistic functions be performed quickly and accurately in support of unit readiness requirements.

2.0 SCOPE

The objective of this Performance Work Statement is to provide innovative and responsive logistics support to meet the evolving mission needs of the war fighter. This Performance Work Statement provides Task Areas that define functional and programmatic services that may be required by Headquarters Army Material Command (AMC); Headquarters, Forces Command (HQ FORSCOM); Headquarters IMA (Logistics); Headquarters, U.S. Army Reserve Command (HQ USARC); Headquarters, ARCENT Third US Army and Headquarters, US First Army, and all other Army or DOD Agencies, CONUS/OCONUS authorized to place orders against FIRST contracts. Services may be required in CONUS or OCONUS locations. Support for aviation

assets is not included in the Performance Work Statement. Specific requirements and standards of performance will be provided in each Task Order. Because of the diversity of the tasks and agencies to be supported, the Contractor must possess a broad range of knowledge, skills, capabilities, supplies, parts, equipment and facilities to meet logistical support requirements. Additionally, to maximize the benefit to the Government, the contractor must be able to interact knowledgeably and easily with appropriate Government personnel and other contractors. The contractor may be called upon to provide support simultaneously to multiple agencies to meet competing priorities. The contractor, therefore, must demonstrate not only high technical competence, but also exemplary management skills, and the ability to staff and meet mission support requirements with little advance notice.

3.0 TASK AREAS

The contractor shall provide qualified personnel, materials, facilities, travel and other services to provide logistics support and related administrative in the following task areas. Support may be required: within and external to the Continental United States; to support missions during peace time, contingency operations and war; and, on a full-time, part-time, or project-related basis. The task areas are inclusive of the total Program support requirements. Support under these task areas will be acquired either from Small Business contractors under the Small Business Restricted Suite, or from firms awarded contracts under the Unrestricted Suite. The designation for each is provided in each Task Area below.

Task Area 1: Logistics Program Management and Operations

Task Area 2: Logistics Quality Assurance Support

Task Area 3: Logistics Information/Technology Support

Task Area 4: Logistics Training Support

Task Area 5: Logistics Army Transformation Logistics Support

Task Area 6: Logistics Program Support

Task Area 7: Logistics Transportation/ Supply Support

Task Area 8: Logistics Parts Support – Sets, Kits and Outfits

Task Area 9: Support to Directorates of Logistics/Installation Management Agency

Task Area 10: Logistics/ Maintenance – All Other Organizations

Task Area 11: Comprehensive Support for Centrally Managed Programs

Task Area 12: Command Wide Logistics Enterprise System Program Support

3.1 Task Area One - Logistics Program Management and Operations: Support under this task area shall be accomplished under the Restricted Suite for task orders with estimated annual values of \$5M or

less. Task orders with values of greater than \$5M shall be satisfied under the Unrestricted Suite. The contractor shall perform program management and operational support to analyze, develop, automate and submit operational plans for approval by the U.S. Government and implement procedures and provide program coordination, interface, monitor, research, administration, business rules, document support, support analysis, formulation of logistics topics, initiatives and strategic plans and technical operational expertise and manpower support, for programs which include, but are not limited to the following. Services to execute the functions (e.g. conduct of maintenance) are included in other Task areas.

- RM and budget execution logistical support
- Operating a contractor maintenance facility at installations
- MACOM Transformation Campaign Plan (TCP)
- Maintenance Summits
- Logistics reengineering advertisement, educational, and presentational materials
- Items Managed List (IML)
- Army Campaign Plan (ACP).
- Logistics doctrine and structure (DA/AMC/CASCOM).
- Strategic Readiness System (SRS)
- Army Balanced Score Card (BSC).
- Data Based Commitment Accounting System (DCAS)
- Fiscal Management (management and funds tracking procedures)
- Equipment Readiness Posture
- Readiness Integrated Database (RIDB)
- Inspection of unit logistical procedures
- Operational logistical libraries
- STAMIS systems
- MACOM Logistics Systems. DS-RX Program
- Corps/Theater Automated Data Processing Service Center (CTASC)
- CTASC-II
- Standard Army Retail Supply System (SARSS),
- Standard Property Book System Redesign (SPBS-R)
- Property Book Unit Supply System Enhanced (PBUSE)
- Logistics Army Authorization Document System (LOGTAADS)
- Requisition (REQVAL)
- Organizational Clothing and Individual Equipment (OCIE)
- Command Asset Visibility Equipment Redistribution System (CAVERS) or similar system from LOGSA
- Distribution Execution System (DES)
- Modified Table of Equipment (MTOE)
- MACOM Readiness Distribution Program (RDP)
- Logistical Support Planning
- Logistic Business Process Reengineering and Functional Process Improvement Support

3.2 Task Area Two - Logistics Quality Assurance Support: Support under this task area shall be executed under the 100% Small Business Restricted Suite. The Contractor shall provide management review and evaluation support in the form of service surveillance, performance audits, financial statement audits, to determine program efficacy of other contractors and/or the government. Services may include, but are not limited to:

- Provide performance and financial audit, attestation engagement services
- Management consulting services
- Oversight responsibilities for management related reviews
- Quality Assurance and Performance review
- Quality assurance and auditing
- Planning Performance Review
- Logistics Verification and Validation/Quality Assurance/Compliance
- Maintenance QA & Inspection

3.3 Task Area Three - Logistics Information/Technology Support: Support under this task area shall be accomplished under the Restricted Suite for task orders with estimated annual values of \$5M or less. Task orders with values of greater than \$5M shall be satisfied under the Unrestricted Suite. The contractor shall employ best practices, technologies, and methods to plan, design, provide, manage, operate and maintain reliable and efficient systems, equipment, facilities and logistics infrastructures in order to improve equipment and logistics performance, and reduce life cycle costs. The contractor shall provide Logistics Information/Technology Support that may include, but is not limited to the following.

- Logistics Office Automation/Support Services
- Logistics Systems Network Support
- Logistics Computer Center Support Services
- Logistics Media Learning Center Support

3.4 Task Area Four - Logistics Training Support: Support under this task area shall be executed under the 100% Small Business Restricted Suite. Training support is required to ensure the Warfighter and technical support personnel are provided with adequate instruction, including applied exercises resulting in the attainment and retention of knowledge, skills and attitudes regarding logistical platforms, systems, and warfighting capabilities they maintain. The contractor shall provide logistical training support in system operations and any logistical program to include, but not limited to:

- Supply and value chain management
- Property and inventory management
- Distribution and transportation management
- Maintenance of equipment and facilities
- Power Projection Training Program of Instruction

3.5 Task Area Five - Logistics Army Transformation Logistics Support: Support under this task area shall be executed under the 100% Small Business Restricted Suite. The contractor shall provide technical, administrative, management and oversight of services to include, but not limited to:

- Logistical redesign and restructuring
- Army Transformation Campaign Plan (TCP)
- Local or remote conferences and video-teleconferences
- Transformation/ACP logistics strategy
- Transportation, field services, maintenance, medical supply operations – Services to execute the function (e.g. conduct of transportation services) are included in other task areas.

3.6 Task Area Six - Logistics Program Support: Support under this Task Areas shall be executed under the 100% Small Business Restricted Suite. The contractor shall provide technical and functional program management and acquisition logistics and integrated logistics support disciplines for the following programs:

- Deployment Logistics Support
- Deployment Asset Visibility
- Ashore and Afloat Brigade Inspection Readiness
- Army Maintenance Management
- Acquisition Logistics
- Global Pre-positioned Stocks Software Database
- Program/Project Management Support

3.7 Task Area Seven - Logistics Transportation / Supply Support: Support under this task area shall be accomplished under the Restricted Suite for task orders with estimated annual values of \$5M or less. Task orders with values of greater than \$5M shall be satisfied under the Unrestricted Suite. The contractor shall provide Transportation and Supply Support in logistics support planning; inventory and property planning; movement, storage and accountability; and logistics systems to permit rapid deployment and management of supplies and equipment. Contractors shall provide expert advice, assistance, guidance or operational support to identify and utilize existing regional or global resources; identify alternative capabilities and plan for effective integration of public and private sector support or resources, operation and maintenance of the infrastructures that support these activities. Services may include vendor-managed inventory systems; the operation of private and/or government-owned warehouses, stockrooms, or other storage facilities; shipping and receiving; staging and storage; packing and crating and design, re-engineering, operation and maintenance of distribution and material handling equipment systems.

- Standard Army Management Information Systems (STAMIS)
- Supply and operating Transformation
- Performance and command readiness.
- Distribution Management Stock Readiness
- Configured Loads

- Integrated Logistics Aerial Re-supply
- Future transformational logistics
- Packaging operations
- SR, CL, ILAR, and VIPR transitions
- Deployment packages
- Material and property requirements planning, movement, storage and accountability systems
- Logistics strategic planning services
- Supply and Value Chain Management Services
- Distribution and Transportation Logistics Services
- Asset management and visibility
- Unit Level Logistics Systems.
- Support of the Standard Army Retail Supply Systems
- MACOM DRMS recovery program
- Transportation Motor Pool Operation support

3.8 Task Area Eight – Logistics Parts Support - Sets, Kits and Outfits: Support under this task area shall be executed under the 100% Small Business Restricted Suite. This task area provides materials/supplies other than those materials/supplies directly tied to one of the other task areas. For example, material and parts associated with the Maintenance or DOL support shall be provided under those task areas.

The contractor shall provide logistical support to develop, pack, ship, storage repair parts and kits to use in component repair and unit organic or other government maintenance programs in the accomplishment of Unit Level through General Support/Depot Level maintenance, modification and/or rebuild. Contractor shall fabricate, procure, ship, and assemble/disassemble items. The contractor shall receive, classify, store and distribute repair parts, components and other appropriate supply classes. The contractor shall procure repair parts kits to use in component repair and unit organic or other government maintenance programs, on order and as directed, in the accomplishment of field level maintenance programs, modification and/or rebuild. Overall coordination and communication between the government and the contractor to ensure all technical requirements are correct and understood is critical.

- Strategic and Tactical Parts Kit Planning
- Kit Account Management
- Consumable repair parts
- Recurring spare parts
- Vendor Initiated Parts Re-supply (VIPR)

3.9 Task Area Nine – Support to Directorates of Logistics/Installation Management Agency: Support under this task area shall be accomplished under the Restricted Suite for task orders with estimated annual values of \$5M or less. Task orders with values of greater than \$5M shall be satisfied under the Unrestricted Suite. The contractor shall perform services to support Directorate of Logistics. Services may include all DOL functions, or any portion thereof. Tasks may include a full DOL or any portion of a DOL support function, and other tasks, which include but are not limited to the following:

Typical DOL function:

Logistics Plans and Operations:

- Logistical Supporting Plans
- Technical Support To STAMIS
- Qasas Program
- Command Supply Mgmt Reviews
- Logistics Award Programs
- Hazardous Materials Management Plan

Supply:

- Ammo Supply
- Asp Management
- Crp Operation
- Packing & Crating
- Garrison ASL
- Hazmat
- Property Book Operations
- CIF
- Food Service
- TISA
- Laundry & Dry Cleaning Support
- CL III Support
- Warehouse Operations

Maintenance:

- Base Operations Maintenance
- Tactical Maintenance
- IMMA Operations
- Cpcp/Carc Programs
- Condition Classification Of Materiel
- Installation MWO & Warranty Programs
- TMDE Support
- TMP Equipment Maintenance
- National Maintenance Program

Transportation:

- Central Travel Office
- Household Goods, Personnel & Cargo Movement
- Local Drayage Operations
- Non-Tactical Vehicle Support

- Ito
- Transportation Motor Pool
- Movement Planning, A/Dacg
- Railhead Operations
- License Equipment Operators
- Hazmat Shipments

Other Tasks:

- The Contractor shall establish, operate, support and maintain fully qualified teams who will directly support the maintenance mission of the maintenance team. Contractor Maintenance Teams (CMT) shall accomplish operator and unit level maintenance to TM 10/20 standard for selected units at or within army installations or temporary locations.
- Power Projection Operations Mobile Training Team (MTT)
- Property Recovery and Re-utilization Operations -DRMO
- Property disposal management
- DOL Plans and Operations, Supply, Maintenance and transportation, to include motor pool operations
- DOL Logistics Management Support not linked to FLRCs, CONUS and other designated sites.
- Maintenance and storage mission for FLRC, CMF, AMA, ETF, DOL and DOD agencies
- Establishment & Sustainment of Deployment Logistics Operations/Sites
- Equipment Asset Management and Maintenance
- Maintenance Planning
- Property Management and Maintenance
- Strategic Account Management
- Project Management, Integrated Facility Management, and Operations
- Maintenance and Repair Project Management
- Integrated Facility Management
- Development Logistics Support
- Development Asset Visibility

3.10 Task Area Ten - Logistics - Maintenance (all other organizations): Support under this task area shall be accomplished under the Restricted Suite for task orders with estimated annual values of \$5M or less. Task orders with values of greater than \$5M shall be satisfied under the Unrestricted Suite. The contractor shall perform Logistics Maintenance tasks. Tasks may include, but are not limited to:

- The Contractor shall establish, support and maintain FORSCOM Field Logistics Readiness Centers (FLRC), other Contract Maintenance Facilities, DOLs supported through Contract Maintenance Facilities, Army Maintenance Activity (AMA), Equipment Transfer Facility (ETF) and other DOD agencies, CONUS and OCONUS. Contractor Maintenance personnel will be fully qualified to provide initial diagnosis and repair of equipment using US Army Technical Manual, other Defense Agency technical manuals and/or commercial

owner/manufacture standards; conduct of services and affecting major repairs at whatever level authorized by the US Army. Contractors may be resident at FORSCOM Maintenance Facilities (FLRCs), Army Maintenance Activities (AMAs) DOL Logistics Management Support and other designated sites, CONUS and OCONUS, to include Contractor Owned Facility.

- Mobile Utility Support Equipment Operation, Maintenance and Repair –OCAT
- Power Projection Operations Mobile Training Team (MTT)
- Property Recovery and Re-utilization Operations -DRMO
- Property disposal management
- Training Equipment Sets
- Logistics Evaluation & Assistances Teams (LEAT)
- Maintenance mission of the FLRC, CMF, AMAs, DOLs linked to FLRC and ETF's.
- Maintenance and storage mission for FLRC, CMF, AMA, ETF, DOL and DOD agencies
- Establishment & Sustainment of Deployment Logistics Operations/Sites
- Equipment Asset Management and Maintenance
- Maintenance Planning
- Property Management and Maintenance
- Strategic Account Management
- Project Management, Integrated Facility Management, and Operations
- Maintenance and Repair Project Management
- Integrated Facility Management
- Development Logistics Support
- Development Asset Visibility

3.11 Task Area 11 – Comprehensive Support for Centrally Managed Programs: Support under this task area shall be accomplished under the Unrestricted Suite.

Comprehensive support shall be provided for the following or similar DoD centrally managed programs:

- FORSCOM Command Maintenance Evaluation and Training (COMET) Program
- SARSS Legacy Standard Army Management Information System (STAMIS) Program
- FORSCOM Logistics Compliance Program

The contractor shall perform program management and operational supply, quality assurance/compliance and transportation support of DOD/FORSCOM/USARC wide logistical assistance, evaluation, surveillance, training support, and staff augmentation services for tactical units within a designated division, corps or separate units assigned to the appropriate G4 directorate as comprehensive support. Individual requirements not included as part of these centrally managed programs shall be obtained under other Task areas. These services shall include but are not limited to the following:

- Equipment Readiness Posture
- Inspection of unit logistical procedures
- Logistics Verification and Validation/Quality Assurance/Compliance
- Logistics Office Automation/Support Services
- Supply and Value Chain Management
- Transportation, Field Services, Maintenance, Medical Supply Operations
- Deployment Logistics Support
- Unit Level Logistics Systems
- RM and Budget execution Logistical Support
- Data Based commitment Accounting System (DCAS)
- Items Managed List (IML)
 - Continuous Technology Refreshment (Reengineering of Weapon Systems/Equipment/Components)
 - Readiness Integrated Database (RIDB)
 - Inspection of unit logistical procedures
 - Operational Logistical Libraries
 - Organizational Clothing and Individual Equipment (OCIE)
 - Standard Army Management Information Systems (STAMIS) as shown below:
 - Corps/Theater Automated Data Processing Service Center (CTASC)
 - CTASC-II
 - Standard Army Retail Supply System (SARSS)
 - Standard Property Book System Redesign (SPBS-R)
 - Property Book Unit Supply System Enhanced (PBUSE)
 - Logistics Army Authorization Document System (LOGTAADS)
 - Requisition (REQVAL)
 - Command Asset Visibility Equipment Redistribution System (CAVERS) or similar system from LOGSA
 - Distribution Execution System (DES)
 - Modified Table of Equipment (MTOE)
 - Reserve End Item Management Systems (REIMS)
 - Army Reserve SARSS Informational Database System (ARSIDS)
 - Standard Army Maintenance System (SAMS)
 - Unit Level Logistics System (ULLS)
 - Non-Standard and Emerging STAMIS Logistics Systems such as. Funds Control, Exchange Pricing, and GCSS-A.

3.12 Task Area 12 - Command Wide Logistics Enterprise System Support: Support under this task area shall be accomplished under the Unrestricted Suite. The contractor shall design, develop, maintain, and administer enterprise logistics management systems used and developed for FORSCOM, IMA, USARC, and other commands to support fixed base logistics operations. Work shall include multiple disciplines to include computer programming, database analysis, systems administration, systems engineering, network engineering, network administration, functional analysis, systems training, help desk support, and on-site technical support for Government project

officers and operating contractors. Contractors for this task area must be certified under ISO 9001:2000 or SEI-CMM Level 3. Systems to be supported include the Wildcat Maintenance Management System (WMMS), the USARC Fleet Management System (FLMS), and future systems that provide enterprise management of supply, maintenance, and logistics activities. Support for systems not defined as Enterprise systems shall be obtained under Task Area 3. Additional tasks include but are not limited to:

- Fielding and deployment of enterprise systems to include migration of legacy data.
- Establishment of network connectivity for remote locations at Government and off-installation sites.
- Installation and IOC of computer hardware and communications equipment.
- Data base administration
- Recurring software maintenance of Government owned applications
- Adapting and incorporating COTS software for specified purposes (report tools as an example)
- Building interfaces with STAMIS and other Government applications and databases.
- Assisting Government agencies in the conduct of business rule compliance audits.
- Developing logistics planning tools to support operations, deployment, and training requirements.
- Developing specialized ad hoc reports.
- Financial tracking.

The Contractor shall modify and enhance the current application to meet changing business rules for the supported commands. This shall include maintenance of a developmental server at Contractor or Government facilities. The Contractor must coordinate, establish, and maintain connectivity from all sites to the network hub at supported commands. Establishing and maintaining this connectivity regularly requires interface with installation Directorate of Information Management (DOIM) and providing all necessary accreditation and security documentation.

4.0 CONTRACTOR REQUIREMENTS

4.1 Personnel: The contractor shall furnish adequate supervision, including a program manager and the labor necessary to perform all services in an orderly, timely, and efficient manner. The program manager shall have the authority to act on behalf of the contractor. The contractor shall utilize qualified and experienced employees capable of achieving the goals established in each task order. All personnel will maintain current qualifications and obtain any and all training required to meet mission requirements.

Contractor personnel are employees of the Contractor and under its administrative control and supervision. The Contractor through its personnel shall perform the tasks ordered

herein. Contractor shall select, supervise, and exercise control and direction over his employees under this contract. The Government will not exercise any supervision or control over the Contractor's employees in their performance of contractual services under this contract. The Contractor will ensure that no prohibited personal services (as described in FAR 37.104) are performed under this contract.

4.2 Certifications: All firms supporting Task Areas 9 and 10 shall be ISO 9001:2000, or higher, registered. All firms shall be SEI-CMM Level 3 or higher, or ISO 9001:2000, or higher for Task Area 12. Small business prime contractors shall be registered within 24 months of contract award. Small business firms may be awarded task orders during this period. Companies shall be registered as ISO 9001:2000 by an independent third-party registrar that has been accredited by the ANSI-ASQ National Accreditation Board (ANAB). Companies shall be certified as SEI-CMM must use the Software Engineering Institute-capabilities Maturity Model. At time of award, (1) small business primes must demonstrate enrollment into the program and provide milestones to obtain registration within the 24-month period, and (2) other than small business primes must provide evidence of registration for ISO 9001:2000 or certification for SEI-CMM. If the contractor is presently registered/certified under an older standard, the contractor will have one year to update their quality management system in order to meet the new ISO 9001:2000 or SEI-CMM requirements and achieve registration/certification.

4.3 Government Furnished Property (GFP): Government Furnished Property consists of all information, materials, equipment, property and facilities provided by the Government. GFP will be specified in the individual task order. All GFP is the property of the U.S. Government and shall not be transferred to any individual, or agency, public or private without the express written approval of the Procuring Contracting Officer of the Task Order.

4.4 Deployment: Deployable personnel shall meet the requirements as specified in AR 715-9, Contractors Accompanying the Force and/or Combatant Command(s) supplementary guidance as required. Insurance availability is contained in the Defense Base Act and the Longshoreman's and Harbor Workers Compensation Act administered by the Department of Labor. Contractor shall provide the government with an Emergency Roster of contact personnel for deployment purposes. Roster shall include name, position, telephone number, fax number, pager, secure telephone number.

4.4.1 Employee Deployment. The contractor shall identify positions that are emergency-essential and obtain necessary agreements from the employees to remain on the job during wartime, or other than wartime operations. Contractor shall ensure that all designated personnel are in full compliance with AR 715-9 and/or subsequent regulations. The contractor is responsible for keeping these deployment packages updated at all times and will be inspected quarterly by the TM.

4.4.2 Contingency Planning. The number of logistics personnel shall be adjusted according to Government guidance and requirements for each deployment.

4.4.3 Deployment Procedures. Once approved by the appropriate U.S. Government parties and the Contracting Officer, the Contractor will assure compliance with all directives of any deployment order.

5.0 CONTRACTOR RESPONSIBILITIES

5.1 Contract and Task Order Management: The contractor shall provide all management, administration, security, quality control and all else, that is required to ensure successful completion of all awarded Task Orders.

5.2 Contractor Manpower Reporting: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>.

The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including subcontractors);
- (8) Predominant Federal Supply Class Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on

the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure website without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

Contractor Quality Control Program: The contractor shall establish and maintain a quality control program with the objective of identifying and correcting deficiencies in the quality of services before performance becomes unacceptable. As part of the Quality Control Program, the contractor shall develop a Quality Control Plan (QCP) that describes the contractor's procedures for monitoring performance. At a minimum, the Quality Control Plan shall include the following:

A description of the inspection system to cover all services listed on the Task Areas identified above. Further refinement of the QCP will be required at the Task Order level to address specifics as to the areas to be inspected on both a scheduled and unscheduled basis and frequency of these inspections. A description of follow-up procedures to ensure that efficiencies are corrected, and the time frames involved in correcting these deficiencies. A description of the records to be kept to document inspections and corrective or preventive actions taken. The records of inspections shall be kept and made available to the Government, when requested, throughout the performance period, and for the period after completion, until final settlement of any claims under this contract. A reporting system that captures the Contractor's technical performance under each Task Order in accordance with the standards set forth in the Performance Requirements Summary of each Task Order.

5.4. Security: The work to be performed under this contract may involve access to and handling of operationally sensitive or classified material; or the design, development, maintenance, administration or procurement of information technology hardware, software. The contractor shall appoint a security officer, who shall (1) be responsible for handling all security aspects of the work performed under this contract, to include personnel security and physical security; operational security (OPSEC), information assurance (IA), and information systems security, (2) assure compliance with all Department of Defense (DoD) and US Army regulations regarding security, specifically AR 25-2, and (3) assure compliance with any written instructions from the security or OPSEC officer or Information Assurance Manager (IAM) of the activity issuing a task order under this contract.

5.4.1. Operational (OPSEC) and Personnel Security. When applicable, a DD Form 254 will be prepared by the ordering agency and issued with the Task Order. The contractor shall perform in accordance with the DoD Industrial Security Manual (DoD 5220.22M) and ensure that classified material is handled in accordance with the latest appropriate security classification specifications. In accordance with AR 530-1, contractor personnel will be afforded OPSEC orientation training within the first 90 days of employment and annually thereafter.

5.4.2. Federal Information Security Management Act (FISMA), Public Law 107-347.

5.4.2.1. Information Assurance (IA) User Awareness Training. All contract personnel who access any Army or contractor owned computing resource processing Army information must receive initial awareness orientation/training as a condition of being granted access to those resources. Each user must be given refresher training thereafter on an annual basis. This applies to access to all computer systems, whether they are stand alone or networked, are in a classroom, office, vehicle, tent, foxhole, or are portable and applies to all classification levels from Unclassified through Top Secret Compartmented information. Contractor personnel handling Army information on contractor owned computer resources located on contractor sites must meet the initial and annual training requirements.

5.4.2.2. Information Technology Security. The FISMA lays out the framework for annual Information Technology (IT) security reviews, reporting and remediation planning FISMA requirements apply to government-owned contractor-operated and contractor-owned contractor operated information technology items. The Army Portfolio Management System (APfM) is the mechanism for input/maintenance of FISMA requirements.

5.4.2.3. FISMA compliance includes IT certification and accreditation via the DoD Information Technology Security Certification and Accreditation (C&A) Process (DITSCAP). This process is detailed in DoD 8510.1-M.

5.5. Property Control Plan: Task Orders may include requirements for the contractor to manage Government Furnished Property. The contractor shall prepare and submit a Property Control Plan within 10 days (or the date set forth in the Task Order PWS) after Task Order award, which shall encompass the requirements contained in the Task Order PWS. The contractor shall update the plan, and submit the revision to the COR, annually. In the event that no changes are required, a letter shall be submitted to the COR stating such.

5.6. Deliverables: Deliverables shall be as stated in each individual task order and as follows:

5.6.1. Task Order Monthly Report: The contractor shall provide a Task Order Monthly Report that includes the following, as a minimum:

5.6.1.1. Planned vs. actual performance (narrative of tasks, hours, dollars)

5.6.1.2. Weekly Anticipated Billing Summary: Summary of each project by *Contract Line Item Number (CLIN) for labor, travel and ODC* by skill classification, number of employees, labor rate per skill classification (Straight time and Over time), anticipated labor hours, anticipated per diem, travel and/or incidental personnel charges. This summary will be updated with each change to the employee population and provided to the addressees above no later than three calendar days from date of change

5.6.1.3. Weekly Cost of Services Computation Report: Summary of each project by actual dollar cost by *Contract Line Item Number (CLIN) for labor, travel and ODC* by skill classification, number of employees, labor rate per skill classification (Straight time and

Over time), labor hours, per diem, travel and/or incidental personnel charges. This report will be provided to the addressees no later than two working days from the conclusion of the work period

5.6.1.4. Status of work assigned

5.6.1.5. Significant issues

5.6.1.6. Significant contributions

5.6.1.7. Planned activities for next period

5.6.2 Task Order Management Plan: May be required at the Task Order level – See Section H

5.6.3 Quality Control Plan: May be required at the Task Order level

5.6.4 Quarterly Task Summary Report: See Section G

Deliverable Title	<i>Deliverables</i> Defined in	Number/Format	Due Date
Task Order Monthly Report	5.6.1	As stated in Task Order	Monthly by 10 th workday
Task Order Management Plan	5.6.2	As stated in Task Order	As Per Task Order
Quality Control Plan	5.6.3	As stated in Task Order	Draft within 15 days after contract award Final within 45 days after contract award
Quarterly Task Summary Report	5.6.4	1 Original via email, See Section G for format	Quarterly by 10 th workday

5.7 Documents and Graphics.

5.7.1 Documentation. Documentation developed under this contract shall be delivered as specified in individual task orders. Individual task orders will indicate the media type and quantity of copies; however, the contractor shall possess the capability to deliver automated data in Microsoft Office applications. Delivery will typically be required in (1) draft via Intranet with email notification of placement on the Internet, (2) in hard copy, (3) electronic media, and (4) CDs.

5.7.2 Documentation/Data. The Contractor shall obtain, store, maintain and reproduce the required technical data and applicable documents, plans, regulations, specifications, and other pertinent data as appropriate for the purpose of fulfilling the tasks described in the SOW. When appropriate channels and/or procedures exist, the Contractor shall acquire directly the above information. The contractor shall obtain other documents/data pertinent to the specified tasks from non-governmental sources, as appropriate, to ensure comprehensive analyses, so that contractor analyses are not limited by the documentation specified by the government. The Contractor shall provide the Government or other agencies, as approved by the COR, access to any and all program information and data prepared or obtained as part of this contract or in support of any tasking of this SOW. The contractor shall return to the Government any and all of this material at contract termination or completion or upon the request of the Government. All information/data obtained or created in support of this SOW shall become and remain the property of the Government and shall be returned or disposed of in accordance with the COR's instructions at the conclusion of this contract.

ATTACHMENT-2 OCONUS SUPPORT

Attachment 4

SPOT/THEATER BUSINESS PROVISIONS

Reporting in Synchronized Pre-Deployment and Operational Tracker (SPOT) and Guidance from Joint Contracting Command-Iraq/Afghanistan (JCC-VA), Principle Assistance Responsible for Contracting – Iraq (PARC-1), Principal Assistance Responsible for Contracting – Afghanistan (PARC-A), Acquisition Instruction (AI) (dtd, 15 Dec 2007) issued pursuant to AFARS 5101.304. Guidance is included in full text. **DFARS Clause 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Forces Deployed Outside the United States (June 2006)** and **DFARS Clause 252.225-7043 Antiterrorism/Force Protection policy for Defense Contractors outside the United States (Mar 2006)**.

The following have been added by full text:

22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (IRAQ AND AFGHANISTAN) insert the following mandatory language in the Statement of Work for all contracts with performance in Iraq and Afghanistan.

Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports

All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported

passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.
(End)

23.1 Reporting a Kidnapping

Kidnapping reporting is required in all contracts performed in Iraq. Add the requirement to the Statement of Work or in a letter to the awarded contractor. Reformat as necessary.

To Report a Kidnapping Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: _____

Phone: _____

E-mail: _____

Who was kidnapped?

Name

Age

Nationality and country of residence

When did the incident occur?

Where did it happen?

How was the person kidnapped?

(End)

25.2 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan: Insert the following mandatory language in the Statement of Work for all contracts with performance in Iraq or Afghanistan. When DFARS 252.225-7040 is included, this mandatory language supplements paragraph (c)(2):

Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan: The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, CENTAF, etc.)

Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed

or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year)) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

25.3 Compliance with Laws and Regulations. Insert the following special contract requirement to Section H of all service and construction contracts.

Compliance with Laws and Regulations. The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to

USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.
(End)

AI 25.4 Quarterly Contractor Census Reporting. Insert the following mandatory language in the Statement of Work of all service and construction contracts.

Quarterly Contractor Census Reporting. The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCLJ2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;

The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;

The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;

The company names and contact information of its subcontractors at all tiers; and

The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following:

Civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;

(iii) Other military operations; or

(iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.

(ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

(iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individual's general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons. (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting

Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) There is no need for issuance of Government-furnished weapons or ammunition to the Contractor for services provided under this contract.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases

of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation. (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations;

(3) Other military operations; or

(4) Military exercises designated by the Combatant Commander.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE
CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial, (703) 695-8491.

ATTACHMENT-3 PRICING MATRIX

Attachment 3

Price Matrix

Data Soutlution & Technology

CAT	1	2	Team DST 3	Team DST 4	5
		OCCUPATION	FLOOR	CAP	Exempt or
		CODE	LOADED RATE	LOADED RATE	Non-Exempt
NBR	LABOR CATEGORY		2006	2011	
1	FIRST Program Manager	S464-4	\$ 78.77	\$ 254.28	SCA Exempt
2	FIRST Business Manager	S003-3	\$ 58.39	\$ 225.90	SCA Exempt
3	FIRST Accountant	S006-3	\$ 36.51	\$ 98.67	SCA Exempt
4	FIRST Contracts Manager	S027-3	\$ 52.50	\$ 202.01	SCA Exempt
5	FIRST Subcontracts Manager	S240-3	\$ 45.25	\$ 202.01	SCA Exempt
6	Administrative Support 1	A400-1	\$ 16.89	\$ 99.57	SCA Exempt
7	Administrative Support 2	A400-2	\$ 18.76	\$ 123.25	SCA Exempt
8	Administrative Support 3	A400-3	\$ 21.79	\$ 151.16	SCA Exempt
9	Administrative Support 4	A400-4	\$ 24.21	\$ 172.07	SCA Exempt
10	Site manager	S564-3	\$ 12.74	\$ 231.48	SCA Exempt
11	Quality assurance manager	S489-2	\$ 14.45	\$ 215.16	SCA Exempt
12	Quality Assurance Analyst	A073-2	\$ 36.56	\$ 157.99	SCA Exempt
13	Human Resources Manager	S178-2	\$ 34.75	\$ 165.51	SCA Exempt
14	Human Resources Multi-Disciplined	A299-2	\$ 30.86	\$ 158.25	SCA Exempt
15	Finance Manager	A070-2	\$ 49.95	\$ 225.90	SCA Exempt
16	Maintenance Manager 1	S309-1	\$ 38.82	\$ 163.05	SCA Exempt
17	Maintenance Manager 2	S309-1	\$ 46.59	\$ 199.66	SCA Exempt
18	Maintenance Manager 3	S309-1	\$ 49.69	\$ 231.48	SCA Exempt
19	Logistics Manager 1	S287-1	\$ 15.49	\$ 163.05	SCA Exempt
20	Logistics Manager 2	S287-2	\$ 17.63	\$ 199.66	SCA Exempt
21	Logistics Manager 3	S287-3	\$ 21.66	\$ 231.48	SCA Exempt
22	Transportation Manager 1	S294-1	\$ 38.82	\$ 115.25	SCA Exempt
23	Transportation Manager 2	S294-2	\$ 46.59	\$ 124.48	SCA Exempt
24	Transportation Manager 3	S294-3	\$ 49.69	\$ 144.07	SCA Exempt
25	Maintenance Control Supervisor 1	S538-1	\$ 30.72	\$ 163.05	SCA Exempt
26	Maintenance Control Supervisor 2	S538-2	\$ 33.79	\$ 199.66	SCA Exempt
27	Maintenance Control Supervisor 3	S538-3	\$ 35.50	\$ 231.48	SCA Exempt
28	Planner 1 (logistical, intelligence, operational, training, personnel)	T453-1	\$ 34.93	\$ 208.52	SCA Exempt
29	Planner 2 (logistical, intelligence, operational, training, personnel)	T453-2	\$ 38.82	\$ 208.52	SCA Exempt
30	Planner 3 (logistical, intelligence, operational, training, personnel)	T453-3	\$ 46.59	\$ 208.52	SCA Exempt
31	Trades Shop Supervisor 1	S296-1	\$ 30.72	\$ 59.54	SCA Exempt
32	Trades Shop Supervisor 2	S296-2	\$ 33.79	\$ 65.49	SCA Exempt
33	Trades Shop Supervisor 3	S296-3	\$ 35.50	\$ 68.82	SCA Exempt
34	Clerical Supervisor 1	S315-1	\$ 30.72	\$ 69.07	SCA Exempt
35	Clerical Supervisor 2	S315-2	\$ 33.79	\$ 72.53	SCA Exempt
36	Clerical Supervisor 3	S315-3	\$ 35.50	\$ 76.16	SCA Exempt
37	Systems Administrator 1	T045-1	\$ 33.35	\$ 111.07	SCA Exempt
38	Systems Administrator 2	T045-2	\$ 39.53	\$ 121.07	SCA Exempt
39	Systems Administrator 3	T045-3	\$ 44.60	\$ 136.16	SCA Exempt

40	Senior business process reengineering specialist	A301-2	\$ 55.49	\$ 121.24	SCA Exempt
41	Business Process Reengineering Specialist	A301-1	\$ 48.25	\$ 138.38	SCA Exempt
42	Accounting Clerk I	01011	\$ 14.72	\$ 51.93	SCA Non-Exempt
43	Accounting Clerk II	01012	\$ 16.85	\$ 57.64	SCA Non-Exempt
44	Accounting Clerk III	01013	\$ 21.21	\$ 67.27	SCA Non-Exempt
45	Accounting Clerk IV	01014	\$ 23.08	\$ 75.28	SCA Non-Exempt
46	Dispatcher, Motor Vehicle	01050	\$ 15.56	\$ 90.00	SCA Non-Exempt
47	Document Preparation Clerk	01060	\$ 14.97	\$ 93.41	SCA Non-Exempt
48	Messenger (Courier)	01070	\$ 11.64	\$ 61.45	SCA Non-Exempt
49	Duplicating Machine Operator	01090	\$ 14.97	\$ 93.41	SCA Non-Exempt
50	Film/Tape Librarian	01110	\$ 16.96	\$ 93.41	SCA Non-Exempt
51	General Clerk I	01115	\$ 13.53	\$ 50.80	SCA Non-Exempt
52	General Clerk II	01116	\$ 14.99	\$ 55.00	SCA Non-Exempt
53	General Clerk III	01117	\$ 16.48	\$ 64.48	SCA Non-Exempt
54	General Clerk IV	01118	\$ 19.71	\$ 73.28	SCA Non-Exempt
55	Housing Referral Assistant	01120	\$ 16.02	\$ 73.28	SCA Non-Exempt
56	Data Entry Operator I	01131	\$ 13.38	\$ 58.64	SCA Non-Exempt
57	Data Entry Operator II	01132	\$ 16.98	\$ 80.23	SCA Non-Exempt
58	Order Clerk I/Admin. Procurement Clerk	01191	\$ 15.94	\$ 59.16	SCA Non-Exempt
59	Order Clerk II/Admin. Procurement Buyer	01192	\$ 17.73	\$ 64.64	SCA Non-Exempt
60	Personnel Assistant (Employment) I	01261	\$ 17.08	\$ 65.22	SCA Non-Exempt
61	Personnel Assistant (Employment) II	01262	\$ 19.94	\$ 69.36	SCA Non-Exempt
62	Personnel Assistant (Employment) III	01263	\$ 22.33	\$ 77.42	SCA Non-Exempt
63	Personnel Assistant (Employment) IV	01264	\$ 25.59	\$ 93.41	SCA Non-Exempt
64	Production Control Clerk	01270	\$ 19.66	\$ 85.88	SCA Non-Exempt
65	Rental Clerk	01290	\$ 16.02	\$ 73.28	SCA Non-Exempt
66	Scheduler, Maintenance	01300	\$ 16.02	\$ 73.28	SCA Non-Exempt
67	Secretary I	01311	\$ 16.89	\$ 65.22	SCA Non-Exempt
68	Secretary II	01312	\$ 18.76	\$ 69.36	SCA Non-Exempt
69	Secretary III	01313	\$ 21.79	\$ 77.42	SCA Non-Exempt
70	Secretary IV/Admin. Support & Graphics Specialist	01314	\$ 24.21	\$ 93.41	SCA Non-Exempt
71	Secretary V/Admin. Program Admin. Specialist	01315	\$ 26.37	\$ 107.42	SCA Non-Exempt
72	Service Order Dispatcher	01320	\$ 15.08	\$ 74.87	SCA Non-Exempt
73	Stenographer I	01341	\$ 16.83	\$ 69.36	SCA Non-Exempt
74	Stenographer II	01342	\$ 17.97	\$ 93.41	SCA Non-Exempt
75	Supply Technician	01400	\$ 14.10	\$ 97.69	SCA Non-Exempt
76	Survey Worker (Interviewer)	01420	\$ 19.72	\$ 93.41	SCA Non-Exempt
77	Switchboard Operator Receptionist	01460	\$ 14.26	\$ 93.41	SCA Non-Exempt
78	Test Examiner	01510	\$ 19.98	\$ 93.41	SCA Non-Exempt
79	Test Proctor	01520	\$ 19.98	\$ 93.41	SCA Non-Exempt
80	Travel Clerk I	01531	\$ 15.28	\$ 45.05	SCA Non-Exempt
81	Travel Clerk II	01532	\$ 16.52	\$ 50.23	SCA Non-Exempt
82	Travel Clerk III	01533	\$ 17.78	\$ 64.48	SCA Non-Exempt
83	Word Processor I	01611	\$ 14.48	\$ 65.22	SCA Non-Exempt
84	Word Processor II	01612	\$ 15.51	\$ 69.36	SCA Non-Exempt
85	Word Processor III	01613	\$ 18.10	\$ 77.42	SCA Non-Exempt
86	Computer Data Librarian	03010	\$ 16.02	\$ 73.28	SCA Non-Exempt
87	Computer Operator I	03041	\$ 10.24	\$ 72.10	SCA Non-Exempt
88	Computer Operator II	03042	\$ 10.78	\$ 77.00	SCA Non-Exempt
89	Computer Operator III	03043	\$ 14.40	\$ 88.56	SCA Non-Exempt

90	Computer Operator IV	03044	\$ 10.74	\$ 100.67	SCA Non-Exempt
91	Computer Operator V	03045	\$ 11.07	\$ 111.77	SCA Non-Exempt
92	Computer Programmer I (1)	03071	\$ 24.84	\$ 79.67	SCA Non-Exempt
93	Computer Programmer II (1)	03072	\$ 30.79	\$ 132.60	SCA Non-Exempt
94	Computer Programmer III (1)	03073	\$ 37.08	\$ 180.50	SCA Non-Exempt
95	Computer Programmer IV (1)	03074	\$ 38.92	\$ 180.50	SCA Non-Exempt
96	Computer Systems Analyst I (1)	03101	\$ 33.35	\$ 180.50	SCA Non-Exempt
97	Computer Systems Analyst II (1)	03102	\$ 39.53	\$ 180.50	SCA Non-Exempt
98	Computer Systems Analyst III (1)	03103	\$ 41.26	\$ 180.50	SCA Non-Exempt
99	Peripheral Equipment Operator	03160	\$ 15.86	\$ 91.86	SCA Non-Exempt
100	Automotive Worker	05040	\$ 19.06	\$ 80.82	SCA Non-Exempt
106	Motor Vehicle Mechanic	05190	\$ 17.73	\$ 99.88	SCA Non-Exempt
107	Motor Vehicle Mechanic Helper	05220	\$ 15.16	\$ 85.42	SCA Non-Exempt
108	Painter, Automotive	05310	\$ 20.36	\$ 81.07	SCA Non-Exempt
109	Janitor	11150	\$ 12.11	\$ 73.80	SCA Non-Exempt
110	Laborer, Grounds Maintenance	11210	\$ 14.63	\$ 54.33	SCA Non-Exempt
111	Audiovisual Librarian	13002	\$ 16.96	\$ 74.22	SCA Non-Exempt
112	Illustrator I	13041	\$ 18.75	\$ 81.21	SCA Non-Exempt
113	Illustrator II	13042	\$ 22.36	\$ 100.34	SCA Non-Exempt
114	Illustrator III	13043	\$ 28.71	\$ 122.92	SCA Non-Exempt
115	Photographer III	13073	\$ 25.87	\$ 109.74	SCA Non-Exempt
116	Material Coordinator	21020	\$ 18.50	\$ 80.97	SCA Non-Exempt
117	Material Expediter	21030	\$ 18.50	\$ 80.97	SCA Non-Exempt
118	Material Handling Laborer	21040	\$ 14.71	\$ 72.07	SCA Non-Exempt
119	Order Filler	21050	\$ 10.10	\$ 59.29	SCA Non-Exempt
120	Forklift Operator	21071	\$ 10.10	\$ 91.73	SCA Non-Exempt
121	Forklift Operator (Ordinance)	21071	\$ 10.79	\$ 91.73	SCA Non-Exempt
122	Shipping/Receiving Clerk	21100	\$ 10.10	\$ 72.29	SCA Non-Exempt
123	Shipping Packer	21130	\$ 10.10	\$ 72.29	SCA Non-Exempt
124	Store Worker I	21140	\$ 10.10	\$ 62.19	SCA Non-Exempt
125	Stock Clerk (Shelf Stocker; Store Worker II)	21150	\$ 10.10	\$ 78.48	SCA Non-Exempt
126	Tools and Parts Attendant	21210	\$ 10.10	\$ 84.95	SCA Non-Exempt
127	Warehouse Specialist	21400	\$ 13.02	\$ 87.06	SCA Non-Exempt
128	Warehouse Specialist (Ordinance)	21400	\$ 13.91	\$ 216.10	SCA Non-Exempt
129	Electronics Technician, Maintenance I	23181	\$ 24.13	\$ 95.50	SCA Non-Exempt
130	Electronics Technician, Maintenance II	23182	\$ 26.18	\$ 108.55	SCA Non-Exempt
131	Electronics Technician, Maintenance III	23183	\$ 28.56	\$ 116.47	SCA Non-Exempt
132	Heavy Equipment Mechanic	23430	\$ 25.33	\$ 112.74	SCA Non-Exempt
133	Laborer	23470	\$ 14.44	\$ 54.33	SCA Non-Exempt
134	Laborer (Ordinance)	23470	\$ 15.62	\$ 54.33	SCA Non-Exempt
135	Machinery Maintenance Mechanic	23530	\$ 11.98	\$ 94.10	SCA Non-Exempt
136	Machinist, Maintenance	23550	\$ 13.96	\$ 94.10	SCA Non-Exempt
137	Maintenance Trades Helper	23580	\$ 16.69	\$ 54.33	SCA Non-Exempt
138	Telecommunication Mechanic I	23930	\$ 24.29	\$ 90.36	SCA Non-Exempt
139	Telecommunication Mechanic II	23931	\$ 26.26	\$ 102.73	SCA Non-Exempt
140	Telephone Lineman	23950	\$ 26.93	\$ 110.22	SCA Non-Exempt
141	Graphic Artist	21150	\$ 21.85	\$ 116.32	SCA Non-Exempt
142	Engineering Technician I	29081	\$ 13.05	\$ 84.95	SCA Non-Exempt
143	Engineering Technician II	29082	\$ 16.96	\$ 92.50	SCA Non-Exempt
144	Engineering Technician III	29083	\$ 16.59	\$ 100.04	SCA Non-Exempt
145	Engineering Technician IV	29084	\$ 16.59	\$ 152.61	SCA Non-Exempt
146	Engineering Technician V	29085	\$ 16.59	\$ 205.17	SCA Non-Exempt
147	Instructor	29160	\$ 26.84	\$ 184.58	SCA Non-Exempt

148	Technical Writer	29480	\$ 39.32	\$ 124.08	SCA Non-Exempt
149	Shuttle Bus Driver	31290	\$ 19.58	\$ 58.47	SCA Non-Exempt
150	Truckdriver, Light Truck	31361	\$ 19.63	\$ 61.76	SCA Non-Exempt
151	Truckdriver, Medium Truck	31362	\$ 19.72	\$ 82.83	SCA Non-Exempt
152	Truckdriver, Medium Truck (Ordinance)	31362	\$ 23.83	\$ 75.87	SCA Non-Exempt
153	Truckdriver, Heavy Truck	31363	\$ 21.48	\$ 86.02	SCA Non-Exempt
154	Truckdriver, Heavy Truck (Ordinance)	31363	\$ 25.48	\$ 93.58	SCA Non-Exempt
155	Truckdriver, Tractor Trailer	31364	\$ 25.48	\$ 86.02	SCA Non-Exempt
156	Truckdriver, Tractor Trailer (Ordinance)	31364	\$ 18.86	\$ 109.68	SCA Non-Exempt
157	Computer Data Security Admin. Manager		\$ 47.73	\$ 188.77	SCA Exempt
158	Computer Disaster Recovery Specialist		\$ 39.59	\$ 120.02	SCA Exempt
159	Computer Hardware Installation Tech		\$ 31.57	\$ 105.37	SCA Exempt
160	Computer Hardware Installation Tech-Senior		\$ 40.99	\$ 138.80	SCA Exempt
161	Computer Helpdesk Manager		\$ 44.39	\$ 152.56	SCA Exempt
162	Computer Helpdesk Specialist		\$ 34.16	\$ 113.24	SCA Exempt
163	Computer Information Engineer		\$ 45.97	\$ 254.28	SCA Exempt
164	Computer Information Service Consultant		\$ 32.57	\$ 377.48	SCA Exempt
165	Computer Information Training Specialist		\$ 32.21	\$ 145.03	SCA Exempt
166	Computer Information Training Specialist-Senior		\$ 52.22	\$ 172.66	SCA Exempt
167	Computer LAN Engineer/Technician		\$ 24.79	\$ 111.07	SCA Exempt
168	Computer LAN Engineer/Technician-Intermediate		\$ 27.91	\$ 136.16	SCA Exempt
169	Computer LAN Engineer/Technician-Senior		\$ 30.86	\$ 164.62	SCA Exempt
170	Computer LAN/WAN Integrator		\$ 24.79	\$ 323.06	SCA Exempt
171	Computer Network Draftsman		\$ 26.19	\$ 217.22	SCA Exempt
172	Computer Network Installation Technician		\$ 26.19	\$ 100.36	SCA Exempt
173	Computer Network Plan Analyst-Senior		\$ 45.83	\$ 377.48	SCA Exempt
174	Computer Network Plan Analyst-Manager		\$ 45.83	\$ 377.48	SCA Exempt
175	Computer Principal Systems Architect		\$ 47.73	\$ 194.05	SCA Exempt
176	Computer Security Systems Specialist	3103	\$ 46.18	\$ 120.33	SCA Non-Exempt
177	Computer Software Architect		\$ 45.83	\$ 377.48	SCA Exempt
178	Computer Software Developer-Lead		\$ 45.83	\$ 377.48	SCA Exempt
179	Computer Software Systems Engineer		\$ 32.57	\$ 217.22	SCA Exempt
180	Computer Software Systems Engineer-Lead		\$ 42.36	\$ 323.06	SCA Exempt
181	Computer System Administrator	3103	\$ 47.73	\$ 180.50	SCA Non-Exempt
182	Computer Web Content Administrator		\$ 45.41	\$ 140.82	SCA Exempt
183	Computer Web Designer		\$ 47.73	\$ 124.57	SCA Exempt
184	Computer Web Project Manager		\$ 47.73	\$ 134.47	SCA Exempt
185	Computer Web Software Developer		\$ 47.73	\$ 140.82	SCA Exempt
186	Computer WAN Administrator		\$ 43.90	\$ 123.67	SCA Exempt
187	CTASC Manager		\$ 52.22	\$ 150.71	SCA Exempt
188	Data Security Specialist		\$ 46.18	\$ 132.82	SCA Exempt
189	Data Standardization Specialist		\$ 31.95	\$ 135.58	SCA Exempt
190	Database Analyst/Programmer		\$ 47.73	\$ 136.16	SCA Exempt
191	Database Management Specialist-I		\$ 34.25	\$ 107.22	SCA Exempt
192	Database Management Specialist-II		\$ 37.90	\$ 138.51	SCA Exempt
193	Database Management Specialist-III		\$ 45.73	\$ 438.38	SCA Exempt
194	Electronic Meeting Technographer	3042	\$ 19.82	\$ 70.75	SCA Non-Exempt
195	Functional Analyst	3103	\$ 29.39	\$ 138.38	SCA Non-Exempt

196	Functional Analyst-Senior	3103	\$ 24.68	\$ 144.40	SCA Non-Exempt
197	Logistical Analyst-I	3101	\$ 16.43	\$ 253.60	SCA Non-Exempt
198	Logistical Analyst-II	3102	\$ 19.95	\$ 253.60	SCA Non-Exempt
199	Logistical Analyst-III	3103	\$ 23.50	\$ 253.60	SCA Non-Exempt
200	Logistical Analyst-Senior	3103	\$ 27.49	\$ 253.60	SCA Non-Exempt
201	Material Manager-Warehouse Operations		\$ 16.92	\$ 136.78	SCA Exempt
202	Material Supply Management Specialist	1400	\$ 18.95	\$ 105.39	SCA Non-Exempt
203	Material Supply Technician	1400	\$ 21.20	\$ 98.81	SCA Non-Exempt
204	Medical Logistician	3103	\$ 30.91	\$ 138.38	SCA Non-Exempt
205	Medical Supply Specialist	3102	\$ 30.91	\$ 141.99	SCA Non-Exempt
206	Operations Manager		\$ 46.59	\$ 231.48	SCA Exempt
207	Quality Assurance Specialist		\$ 24.85	\$ 215.16	SCA Exempt
208	Subject Matter Expert		\$ 25.49	\$ 377.48	SCA Exempt
209	Automotive Heavy Equipment Mechanic-Worker	23530	\$ 24.29	\$ 94.15	SCA Non-Exempt
210	Airframe and Power Plant Mechanic	23010	\$ 32.57	\$ 106.79	SCA Non-Exempt
211	Airframe and Power Plant Mechanic-Worker	23070	\$ 24.77	\$ 93.58	SCA Non-Exempt
212	Airframe and Power Plant Mechanic-Helper	23040	\$ 20.73	\$ 81.21	SCA Non-Exempt
213	Cleaning Crewman/House Keeping Aid II	11122	\$ 12.22	\$ 47.57	SCA Non-Exempt
214	Power Generation Mechanic		\$ 28.75	\$ 106.65	SCA Exempt
215	Transportation Operations Specialist		\$ 22.87	\$ 91.28	SCA Exempt
216	Traffic/Freight Specialist		\$ 24.27	\$ 109.64	SCA Exempt
217	ILS Manager		\$ 67.60	\$ 194.05	SCA Exempt
218	R&M Engineer		\$ 77.31	\$ 98.67	SCA Exempt
219	Log Engineer/Logistical Analyst-Senior	3103	\$ 52.79	\$ 191.13	SCA Non-Exempt
220	Safety Engineer		\$ 77.31	\$ 98.67	SCA Exempt
221	Software Engineer/CmptrSWSysmsEngr		\$ 32.57	\$ 217.22	SCA Exempt
222	Tech Pub Manager/AudioVisual Librn	13002	\$ 19.82	\$ 74.02	SCA Non-Exempt
223	Tech Writer	29480	\$ 43.05	\$ 124.80	SCA Non-Exempt
224	Training Manager		\$ 55.20	\$ 107.00	SCA Exempt
225	Training Developer		\$ 48.83	\$ 88.83	SCA Exempt
226	Trainer/Instructor	29160	\$ 29.78	\$ 184.58	SCA Non-Exempt
227	Provisioner/Store Clerk-Store Worker II	21150	\$ 17.54	\$ 77.40	SCA Non-Exempt
228	Illustrator/Illustrator II	13042	\$ 31.44	\$ 94.97	SCA Non-Exempt
229	Editor	29480	\$ 43.05	\$ 186.12	SCA Non-Exempt
230	Admin/Admin. Support I-IV	01311-01315	\$ 19.98	\$ 93.41	SCA Non-Exempt
231	Cost Analyst		\$ 42.38	\$ 80.22	SCA Exempt
232	Data Specialist/Data Entry Specialist II	1132	\$ 17.89	\$ 68.23	SCA Non-Exempt
233	Packaging Engineer		\$ 52.11	\$ 66.50	SCA Exempt
234	Configuration Manager		\$ 49.93	\$ 123.67	SCA Exempt
235	Configuration Specialist		\$ 41.37	\$ 86.06	SCA Exempt
236	Business/ Finance/ Budget Analyst I		\$ 35.18	\$ 80.22	SCA Exempt
237	Business/ Finance/ Budget Analyst II		\$ 43.28	\$ 80.22	SCA Exempt
238	Business/ Finance/ Budget Analyst III		\$ 48.84	\$ 120.33	SCA Exempt
239	Configuration Analyst I (Logistics)		\$ 37.58	\$ 80.22	SCA Exempt
240	Configuration Analyst II (Logistics)		\$ 45.20	\$ 96.72	SCA Exempt
241	Configuration Analyst III (Logistics)		\$ 52.28	\$ 123.67	SCA Exempt
242	Configuration Analyst IV (Logistics)		\$ 61.20	\$ 142.22	SCA Exempt
243	Facilities Maintenance Supervisor		\$ 51.45	\$ 115.25	SCA Exempt
244	Facilities Manager		\$ 62.90	\$ 144.07	SCA Exempt
245	Logistics Specialist I		\$ 31.17	\$ 60.42	SCA Exempt

246	Logistics Specialist II		\$ 35.08	\$ 68.00	SCA Exempt
247	Logistics Specialist III		\$ 40.21	\$ 78.76	SCA Exempt
248	Management Analyst (Logistics)		\$ 51.08	\$ 103.14	SCA Exempt
249	Methods/ Procedures Analyst I (Logistics)		\$ 33.96	\$ 106.16	SCA Exempt
250	Methods/ Procedures Analyst II (Logistics)		\$ 39.77	\$ 141.99	SCA Exempt
251	Methods/ Procedures Analyst III (Logistics)		\$ 47.87	\$ 166.20	SCA Exempt
252	Methods/ Procedures Analyst IV (Logistics)		\$ 62.11	\$ 191.13	SCA Exempt
253	Operations (Ops) Manager II		\$ 64.25	\$ 124.48	SCA Exempt
254	Operations (Ops) Manager III		\$ 74.35	\$ 144.07	SCA Exempt
255	Operations Research Analyst I (Logistics)		\$ 36.51	\$ 106.16	SCA Exempt
256	Operations Research Analyst II (Logistics)		\$ 48.84	\$ 141.99	SCA Exempt
257	Operations Research Analyst III (Logistics)		\$ 57.16	\$ 166.20	SCA Exempt
258	Operations Research Analyst IV (Logistics)		\$ 55.80	\$ 191.13	SCA Exempt
259	Program Manager I		\$ 74.46	\$ 135.55	SCA Exempt
260	Program Manager II		\$ 95.98	\$ 181.49	SCA Exempt
261	Program Manager III		\$ 105.60	\$ 207.49	SCA Exempt
262	Property Book Officer III		\$ 33.95	\$ 97.64	SCA Exempt
263	Property Book Officer, Senior		\$ 44.14	\$ 136.78	SCA Exempt
264	Site/ Task Order/ Project Manager I		\$ 49.74	\$ 130.96	SCA Exempt
265	Site/ Task Order/ Project Manager II		\$ 58.52	\$ 140.19	SCA Exempt
266	Site/ Task Order/ Project Manager III		\$ 65.02	\$ 150.71	SCA Exempt
267	Site/ Task Order/ Project Manager IV		\$ 71.52	\$ 166.35	SCA Exempt
268	Subject Matter Expert II (Consultant)		\$ 35.70	\$ 269.21	SCA Exempt
269	Subject Matter Expert III (Consultant)		\$ 42.36	\$ 323.06	SCA Exempt
270	Technical Writer, Senior	29480	\$ 36.38	\$ 124.08	SCA Non-Exempt
271	Warehouse, Supervisor		\$ 33.07	\$ 172.88	SCA Exempt
272	Bus Driver	31290	\$ 19.25	\$ 58.47	SCA Non-Exempt
273	Carpenter, Maintenance	23130	\$ 23.79	\$ 78.35	SCA Non-Exempt
274	Computer Based Training (CBT) Specialist/ Instructor	29035	\$ 36.04	\$ 107.00	SCA Non-Exempt
275	Electrician, Automotive	5070	\$ 20.36	\$ 71.41	SCA Non-Exempt
276	Electrician, Maintenance	23160	\$ 31.19	\$ 92.92	SCA Non-Exempt
277	Engineering Technician VI	29086	\$ 54.85	\$ 121.17	SCA Non-Exempt
278	Fuel Distribution System Operator	21010	\$ 22.65	\$ 72.43	SCA Non-Exempt
279	General Maintenance Worker	23370	\$ 19.75	\$ 55.54	SCA Non-Exempt
280	Guard I	27101	\$ 12.89	\$ 33.74	SCA Non-Exempt
281	Guard II	27102	\$ 18.82	\$ 49.35	SCA Non-Exempt
282	Heating, Refrigeration and Air Conditioning Mechanic	23400	\$ 22.85	\$ 66.78	SCA Non-Exempt
283	Heavy Equipment Operator	23440	\$ 21.66	\$ 83.92	SCA Non-Exempt
284	Motor Vehicle Wrecker	5280	\$ 22.27	\$ 67.07	SCA Non-Exempt
285	Parking and Lot Attendant	31260	\$ 13.18	\$ 78.02	SCA Non-Exempt
286	Plumber, Maintenance	23800	\$ 30.12	\$ 71.73	SCA Non-Exempt
287	Production Line Worker (Food Processing)	21080	\$ 19.64	\$ 58.85	SCA Non-Exempt
288	Small Engine Mechanic	23910	\$ 22.17	\$ 58.98	SCA Non-Exempt
289	Welder I-III, Combination, Maintenance	23960	\$ 21.66	\$ 62.62	SCA Non-Exempt
290	Woodcraft Worker	23970	\$ 28.38	\$ 71.79	SCA Non-Exempt
291	Woodworker	23980	\$ 17.81	\$ 55.44	SCA Non-Exempt

292	Administrative Procurement Production Specialist	01192	\$ 17.73	\$ 61.17	SCA Non-Exempt
293	Administrative Program Analyst – Senior	Exempt	\$ 55.87	\$ 74.57	SCA Exempt
294	Administrative Project Manager	Exempt	\$ 55.59	\$ 74.20	SCA Exempt
295	Automotive Maintenance Management	23430	\$ 25.33	\$ 106.65	SCA Non-Exempt
296	Automotive Motor Equipment Metal Mechanic	5130	\$ 21.66	\$ 59.92	SCA Non-Exempt
297	Automotive Transmission Mechanic	5400	\$ 21.66	\$ 59.92	SCA Non-Exempt
298	Locomotive Operator	Exempt	\$ 35.20	\$ 46.97	SCA Exempt
299	Breaker Switchman	29084	\$ 29.55	\$ 68.67	SCA Non-Exempt
300	Inspector	23050	\$ 28.99	\$ 64.39	SCA Non-Exempt
301	Material Blocker and Bracer	28010	\$ 21.49	\$ 56.88	SCA Non-Exempt
302	Material Fuel Distribution Mechanic	23340	\$ 24.29	\$ 59.92	SCA Non-Exempt
303	Material Handler, Hazardous	21040	\$ 15.29	\$ 44.26	SCA Non-Exempt
304	Material Rigger	23850	\$ 24.29	\$ 60.98	SCA Non-Exempt
305	Operations Specialist	3103	\$ 41.26	\$ 75.82	SCA Non-Exempt
306	Ammunition Inspector	29493	\$ 45.10	\$ 86.34	SCA Non-Exempt
307	Ammunition Specialist I	29491	\$ 31.11	\$ 59.76	SCA Non-Exempt
308	Ammunition Specialist II	29492	\$ 37.62	\$ 72.15	SCA Non-Exempt
309	Ammunition Personnel I	29491	\$ 31.11	\$ 59.76	SCA Non-Exempt
310	Ammunition Personnel II	29492	\$ 37.62	\$ 72.15	SCA Non-Exempt
311	Small Arms Technician I	29491	\$ 31.11	\$ 59.76	SCA Non-Exempt
312	Small Arms Technician II	29492	\$ 37.62	\$ 72.15	SCA Non-Exempt

ATTACHMENT-4 SPOT/TBC**Attachment 4****SPOT/THEATER BUSINESS PROVISIONS**

Reporting in Synchronized Pre-Deployment and Operational Tracker (SPOT) and Guidance from Joint Contracting Command-Iraq/Afghanistan (JCC-VA), Principle Assistance Responsible for Contracting – Iraq (PARC-1), Principal Assistance Responsible for Contracting – Afghanistan (PARC-A), Acquisition Instruction (AI) (dtd, 15 Dec 2007) issued pursuant to AFARS 5101.304. Guidance is included in full text. **DFARS Clause 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Forces Deployed Outside the United States (June 2006)** and **DFARS Clause 252.225-7043 Antiterrorism/Force Protection policy for Defense Contractors outside the United States (Mar 2006)**.

The following have been added by full text:

22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (IRAQ AND AFGHANISTAN) insert the following mandatory language in the Statement of Work for all contracts with performance in Iraq and Afghanistan.

Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports

All contractors (“contractors” herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.
- 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.
(End)

23.1 Reporting a Kidnapping

Kidnapping reporting is required in all contracts performed in Iraq. Add the requirement to the Statement of Work or in a letter to the awarded contractor. Reformat as necessary.

To Report a Kidnapping Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: _____

Phone: _____

E-mail: _____

Who was kidnapped?

Name

Age

Nationality and country of residence

When did the incident occur?

Where did it happen?

How was the person kidnapped?

(End)

25.2 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan: Insert the following mandatory language in the Statement of Work for all contracts with performance in Iraq or Afghanistan. When DFARS 252.225-7040 is included, this mandatory language supplements paragraph (c)(2):

Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan: The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, CENTAF, etc.)

Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current

medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI ≥ 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

25.3 Compliance with Laws and Regulations. Insert the following special contract requirement to Section H of all service and construction contracts.

Compliance with Laws and Regulations. The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

AI 25.4 Quarterly Contractor Census Reporting. Insert the following mandatory language in the Statement of Work of all service and construction contracts.

Quarterly Contractor Census Reporting. The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCLJ2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;

The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;

The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;

The company names and contact information of its subcontractors at all tiers; and

The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: Civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;

(iii) Other military operations; or

(iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.

(ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

(iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or

otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individual's general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons. (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) There is no need for issuance of Government-furnished weapons or ammunition to the Contractor for services provided under this contract.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation. (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations;

(3) Other military operations; or

(4) Military exercises designated by the Combatant Commander.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE
CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial, (703) 695-8491.

